

Federal Building and Post Office  
301 E. Stewart Avenue  
Las Vegas, NV 89101  
GSA Control No. 9-G-NV-517

20020514  
00962

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

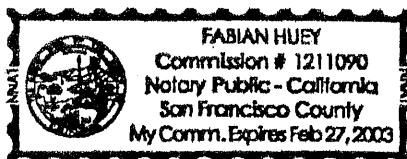
City and County of San Francisco

)  
( SS:  
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On this 9th day of May, 2002, before me, Fabian Huey, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared Clark Van Epps, a Contracting Officer, Property Disposal Division, GSA, Pacific Rim Region, personally known to me, to be the person whose name is subscribed to the within Instrument and acknowledged to me that he executed, on behalf of the United States of America, by and through the Administrator of General Services, the within Instrument in his authorized capacity, and that by his signature on the Instrument the person, or entity upon behalf of which the person acted, executed the Instrument.

WITNESS my hand and official seal.

(SEAL)



Fabian Huey  
Notary Public  
In and for the City and County of  
San Francisco, State of California

CLARK COUNTY, NEVADA  
JUDITH A. VANDEVER, RECORDER  
RECORDED AT REQUEST OF:

LAS VEGAS CITY

05-14-2002 11:31 JSB

OFFICIAL RECORDS  
BOOK: 20020514 INST: 00962

FEE: .00 RPT: EX#002

Federal Building and Post Office  
301 E. Stewart Avenue  
Las Vegas, NV 89101  
GSA Control No. 9-G-NV-517

20020517  
.00962

APN 139-34-501-002

**RECORDING REQUESTED BY:**

U.S. General Services Administration  
Public Buildings Service  
Property Disposal Division (9PR)  
450 Golden Gate Avenue, Fourth Floor East  
San Francisco, CA 94102-3434

⑩  
Shy

**WHEN RECORDED, MAIL DOCUMENT  
AND TAX STATEMENT TO:**

The City of Las Vegas  
Real Estate & Asset Management  
400 Stewart Avenue, 4th Floor  
Las Vegas, Nevada 89101

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**QUITCLAIM DEED**

**THIS INDENTURE**, made this 13<sup>th</sup> day of May, 2002 between the **UNITED STATES OF AMERICA**, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and regulations and orders promulgated thereunder, (hereinafter referred as "GRANTOR"), and the CITY OF LAS VEGAS, a municipal corporation (herein referred to as "GRANTEE").

**GRANTOR**, without monetary consideration, but for and in consideration of the perpetual use and maintenance of the Property herein described as and for a historic monument, and for no other purpose, all in accordance with the Program of Preservation and Utilization dated October 5, 2001, a copy of which is on file in the Department of the Interior, National Park Service, Oakland, California and in the Office of the General Services Administration, Region 9, San Francisco, California, by these presents does remise, release and quitclaim, unto said GRANTEE, its successors and assigns all that certain real property, commonly know as the Las Vegas Federal Building and Post Office, a property that is listed on the National Register of Historic Places, situated in the City of Las Vegas, Clark County, State of Nevada, described in Exhibit "A" attached hereto and made a part hereof (the "Property").



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**SUBJECT TO** all covenants, conditions, restrictions, easements, rights-of-way, reservations and encumbrances, whether or not of record, and any facts which a physical inspection or accurate survey of the Property may disclose.

**GRANTOR HEREBY RESERVES** unto itself, its successors and assigns, and by acceptance of this instrument, and as further consideration for this conveyance, GRANTEE covenants and agrees for itself, its successors and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said GRANTEE will abide by and be subject to each of the following covenants, conditions, restrictions, reservations and limitations (hereinafter sometimes collectively referred to as "Covenants and Conditions"), each and all of which shall be covenants running with the land.

**GRANTOR** shall be deemed a beneficiary of each and all of the following Covenants and Conditions, without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed, and shall have a right to enforce each and all of the following Covenants and Conditions in any court of competent jurisdiction; provided, however, that the GRANTOR shall have no affirmative duty to any successor in title to the Property, or any portion thereof, to enforce any of the following Covenants and Conditions herein agreed.

1. The real Property and improvements shall forever be used and maintained as and for historical monument purposes and for those purposes only in perpetuity in accordance with the application and approved Program of Preservation and Utilization hereinbefore referred to. Said Program of Preservation and Utilization may be amended from time to time at the request of the GRANTEE or the GRANTOR with the written concurrence of the other party and such amendment shall be added to and become a part of the aforesaid approved Program of Preservation and Utilization. In the event the Property ceases to be used or maintained for that purpose, all or any portion of the Property shall, in its then existing condition, at the option of the GRANTOR, revert to the GRANTOR.
2. All plans and specifications for repair and rehabilitation of the building must be developed in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. This includes any plans or changes developed prior to the adaptive reuse of the building as described in the application of the City of Las Vegas. All such plans must be submitted to the National Park Service, Cultural Resources Team, 1111 Jackson Street, Oakland, CA 94607-4807, for review and approval prior to construction.
3. A preservation maintenance plan shall be developed and used by the City of Las Vegas prior to the adaptive reuse of the building by the City of Las Vegas. The plan shall be submitted to the National Park Service for review and approval prior to

its use. A copy of the final plan shall be submitted to the Nevada State Historic Preservation Office.

4. A final Preservation and Utilization Plan for the use of the building, as described in the application, shall be submitted when it is completed, but prior to the commencement of construction.
5. A final Financial Plan, including projected annual budget, shall be submitted when it is completed, but prior to the commencement of construction.
6. Beginning from the date of transfer, the City of Las Vegas shall provide biennial reports to the National Park Service in the format provided by the National Park Service. This report shall not preclude the City and the National Park Service from conducting mutual consultation and discussions in the rehabilitation and administration of the building.
7. Other than as provided in the approved final Preservation and Utilization Plan, the Property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency that the Secretary of Interior agrees in writing can assure the continued use and maintenance of the property for historic monument purposes subject to the same terms and conditions described herein. However, nothing in this provision shall preclude GRANTEE from providing facilities and services compatible with the approved plan, mentioned herein, through concession agreements entered into with third parties provided the prior concurrence of the Secretary of the Interior is obtained in writing to such agreements.
8. The United States of America shall have the right during any national emergency, including any existing national emergency, to full unrestricted use of the Property conveyed without charge; provided, the United States of America shall bear the entire cost of maintenance of all Property it so uses. It shall pay fair rental for use of improvements added by the GRANTEE without federal aid.
9. GRANTEE agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718) the Architectural Barriers Act of 1968 as amended by Public Law 91-205 of 1970 (84 Stat. 49) to assure that development of facilities on conveyed surplus properties for historic monument purposes are accessible to the physically disabled; and, further assure in accordance with Public Law 93-112, The Rehabilitation Act of 1973 (87 Stat. 394) that no otherwise qualified disabled individual shall solely by reasons of his/her handicap be excluded from the participation in, be denied benefits of or be subject to discrimination under any program or activity receiving Federal financial assistance.



**10. NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY**

Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

(a) GRANTOR warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. GRANTOR warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

This covenant shall not apply:

- (1) in any case in which GRANTEE, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; or
- (2) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the GRANTEE, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
  - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; or
  - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
- (b) In the event GRANTEE, its successor(s) or assign(s), seeks to have GRANTOR conduct any additional response action, and, as a condition precedent to GRANTOR incurring any additional cleanup obligation or related expenses, the GRANTEE, its successor(s) or assign(s), shall provide GRANTOR at least 45 days written notice of such a claim and provide credible evidence that:
  - (1) the associated contamination existed prior to the date of this conveyance; and the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the GRANTEE, its successor(s) or assign(s), or any party in possession.

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(c) GRANTOR reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

#### **11. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT**

The GRANTEE is hereby informed and does acknowledge that the building on the Property and existing on the date of this Deed were constructed prior to 1978 and, as with all such property, a lead-based paint hazard may be present. Lead exposure is especially harmful to young children. GRANTEE covenants and agrees, that improvements on the PROPERTY existing as of the date of this conveyance will not be used as residential dwellings. GRANTOR assumes no liability for damages for property damage, personal injury illness, disability, or death, to GRANTEE, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the Property described in this deed, whether GRANTEE, and its successors or assigns, have properly warned or failed to properly warn the individual(s) injured. GRANTEE further agrees to protect, indemnify, defend and hold harmless the GRANTOR, except for employees of the GRANTOR that work within the Property, from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the GRANTOR, due to, or relating to the presence of lead-based paint on the Property and related abatement activities, or the disposal of any material from the abatement process.

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## 12. **ASBESTOS COVENANT**

GRANTEE covenants and agrees, on behalf of themselves, their successors and assigns, that in their use and occupancy of the Property, or any part thereof, they will comply with all Federal, state and local laws relating to asbestos; and that GRANTOR assumes no liability for damages for personal injury, illness, disability or death, to the GRANTEE, or to GRANTEE's successors, assigns, employees, invitees, or to any other person subject to the control or direction of GRANTEE, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property described in this deed, whether the GRANTEE, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

## 13. **NONDISCRIMINATION COVENANT**

The program for or in connection with which the Property, or any part thereof, is transferred to the GRANTEE shall be subject to and conducted in compliance with, and the GRANTEE shall comply with and require any other person or any legal entity, who through contractual or other arrangements with the GRANTEE is authorized to perform activities or provide services or benefits under said program, to comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior (43 CFR Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964. This agreement shall be subject in all respects to the provisions of said regulations. GRANTEE shall promptly take and continue to take such action as may be necessary to effectuate this Covenant. The United States shall have the right at any time and from time to time to seek judicial enforcement of this Covenant. As a material condition of this Covenant, in the event that the GRANTEE fails to comply or to cause others to comply with this Covenant, as to all or any portion of the Property, then the Property shall, in its then existing condition, at the option of the United States, revert to the United States.

**GRANTEE** covenants for itself, its heirs, successors, and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said GRANTEE and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, sex or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any

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land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

14. **GRANTEE** further covenants and agrees that the Covenants and Conditions contained herein shall be inserted by GRANTEE in any deed or other legal instrument by which GRANTEE divests itself of either the title conveyed herein or any other lesser estate in the Property, or any part thereof including, without limitation, any lease, other than a lease with the GRANTOR.

15. **GRANTOR** expressly reserves a right of access to, and entrance upon, the above-described Property in order to determine compliance with the terms of this conveyance.

In the event of violation of any of the Covenants or Conditions, in addition to any remedy now or hereafter provided by law, the GRANTOR or its authorized agent may institute a suit to enjoin such violation or for damages by reason of any breach thereof. In addition, in the event that there is a breach of any of the Covenants or Conditions herein contained by the GRANTEE, whether caused by the legal or other inability of the GRANTEE, to perform said Covenants or Conditions, or otherwise, all right, title and interest in and to the Property, or any portion thereof, in its then existing condition, at the option of the Secretary of the Interior, or his or her successor in function, shall revert to and become the property of the United States. In addition to all other remedies for such breach, the Secretary of the Interior shall have the right of immediate entry upon the Property, or any portion thereof, and the GRANTEE shall forfeit all right, title and interest in said Property, and in any and all of the tenements, hereditaments and appurtenances thereunto belonging. Notwithstanding the foregoing; the failure of the Secretary of the Department of the Interior, or his or her successor in function, to require in any one or more instances complete performance of any of the Covenants or Conditions of this indenture shall not be construed as a waiver or a relinquishment of the future performance of such Covenants or Conditions, but the obligations of the GRANTEE with respect to such future performance, shall continue in full force and effect.

**TOGETHER WITH** all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and, except as otherwise provided herein, the reversion(s), remainder(s), rents, issues, and profits thereof, and also all the estate, right, title, interest, property possession, claim and demand whatsoever, in law as well as in equity, of the said GRANTOR, of, in or to the foregoing Property, and every part and parcel thereof, with the appurtenances.

**ACCEPTANCE** of the delivery of this Deed shall constitute conclusive evidence of the agreement of the GRANTEE to be bound by the Covenants and Conditions, and to perform the obligations herein set forth.

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**REFERENCE** to any particular authorized official, agency or address of the GRANTOR herein may be changed at any time and from time to time by a signed, written notification to GRANTEE from an authorized representative of GRANTOR.

**SAID PROPERTY** transferred hereby was duly determined to be surplus, and was assigned to the General Services Administration for disposal pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and applicable rules, orders and regulations promulgated thereunder.

**TO HAVE TO HOLD**, all and singular, the said premises, with the improvements thereon, unto the said GRANTEE, its successors and assigns.

**IN WITNESS WHEREOF**, the GRANTOR has caused this Indenture to be executed as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through the  
ADMINISTRATOR OF GENERAL SERVICES

BY: Clark Van Epps  
CLARK VAN EPPS  
Director, Property Disposal Division (9PR)  
U.S. General Services Administration

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**EXHIBIT "A"**

**Legal Description**

That portion of the Northeast Quarter (NE ¼) of Section 34, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada described as follows:

Commencing at the Northeast Corner of Block 33, Clark's Las Vegas Townsite, as said Townsite is shown on map in the Office of the County Recorder of said County; Thence along the prolongation of the Southeasterly line of said block, North 28°13' East 80 Feet; Thence North 61°47' West 580 Feet to the True Point of Beginning; Thence continuing North 61°47' West 350 Feet; Thence North 28°13' East 250 Feet; Thence South 61°47' East 350 Feet; Thence South 28°13' West 250 Feet to the True Point of Beginning.

**FIRST AMENDMENT TO LEASE AND OPERATING AGREEMENT BETWEEN THE  
CITY OF LAS VEGAS AND 300 STEWART AVENUE CORPORATION**

THIS FIRST AMENDMENT TO LEASE AND OPERATING AGREEMENT ( 'First Amendment') is made and entered into this 7<sup>TH</sup> day of November, 2012, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation in the State of Nevada ( "City" ) and 300 STEWART AVENUE CORPORATION, a Nevada non profit corporation ( '300 SAC' )

**RECITALS**

WHEREAS, the City and 300 SAC entered into the Lease and Operating Agreement dated September 7, 2011 (the ' Lease' ) for the lease of certain real property and building located thereon, which is the former U S Post Office and Courthouse building, located at 300 Stewart Avenue, Las Vegas, Nevada, and

WHEREAS, the City and 300 SAC desire to amend the Lease to adjust certain financial reporting submittal deadlines to be consistent with the fiscal year schedule of 300 SAC

NOW, THEREFORE, the City and 300 SAC do hereby agree to amend the Lease as follows

1       All capitalized terms not defined herein shall have the same meaning as defined in the Lease

2       Section 6 1, Annual Budgets The first sentence shall be deleted and shall read as follows

6 1 Annual Budgets No later than December 1<sup>st</sup> of each calendar year during the Lease Term commencing on December 1, 2012, 300 SAC shall submit to City an operating budget for the Museum for the twelve (12) month period commencing on January 1<sup>st</sup> (the "Operating Budget"), showing 300 SAC s projected operating costs and revenues for such calendar year, in detail reasonably acceptable to the City

3       Section 6 2, Annual Strategic Plans and Operational Plans Section 6 2 shall be deleted in its entirety and replaced with the following

6 2 Annual Strategic Plans and Operational Plans No later than December 1<sup>st</sup> of each calendar year during the Lease Term commencing on December 1, 2012, 300 SAC shall submit to the City a strategic plan and operational plan for the Museum for the twelve (12) month period commencing on January 1, 2013 (hereinafter the "Strategic Plan" and the 'Operational Plan" respectively)

4     Section 6 3 Financial Statements   Section 6 3 shall be deleted in its entirety and replaced with the following

6 3 Financial Statements   No later than March 20<sup>th</sup>, June 20<sup>th</sup> September 20<sup>th</sup> and December 20<sup>th</sup> of each year, 300 SAC consolidated entities shall prepare and submit in house quarterly financial statements to the City, including income and balance sheets. An end of year audit shall also be required to be completed and submitted to the City no later than June 30<sup>th</sup> for the prior fiscal year. The end of the year audit financial statements shall be prepared by an independent third party accounting firm and shall address how reserves are accumulated and maintained as described in Section 2 3


5     Effect   Except as expressly set forth in this First Amendment, the Lease remains in full force and effect in all respects. In the event of any conflict between the terms of this First Amendment and the Lease, this First Amendment shall govern and control

IN WITNESS WHEREOF, the City and 300 SAC have executed this First Amendment on the day and year first above written


CITY OF LAS VEGAS

By   
Carolyn G. Goodman, Mayor

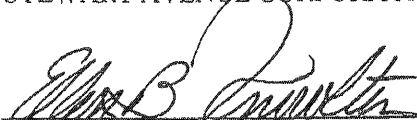
ATTEST

  
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM

     10/29/12  
Date

300 STEWART AVENUE CORPORATION

By   
Ellen B. Knowlton  
Its Chairman of the Board



### Disclosure of Principals

The principals and partners of 300 SAC Board of Directors and all persons and entities holding more than 1% interest in The National Museum of Organized Crime and Law Enforcement or any principal of The National Museum of Organized Crime and Law Enforcement are the following

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>
Amy Ayoub	300 Stewart Avenue Las Vegas, NV 89101
Senator Richard H Bryan	300 Stewart Avenue Las Vegas, NV 89101
Keith Copher	300 Stewart Avenue Las Vegas, NV 89101
Michael Cornthwaite	300 Stewart Avenue Las Vegas, NV 89101
Kyle Edwards	300 Stewart Avenue Las Vegas, NV 89101
Jerry Epstein	300 Stewart Avenue Las Vegas, NV 89101
James F Germain Secretary	300 Stewart Avenue Las Vegas, NV 89101
Carolyn G Goodman	300 Stewart Avenue Las Vegas, NV 89101
Oscar B Goodman	300 Stewart Avenue Las Vegas, NV 89101
Christopher L Kaempfer, Esq	300 Stewart Avenue Las Vegas, NV 89101
Kara J Kelley	300 Stewart Avenue Las Vegas, NV 89101
Ellen B Knowlton President	300 Stewart Avenue Las Vegas, NV 89101
John H Mowbray, Esq	300 Stewart Avenue Las Vegas NV 89101

Valerie A Murzl

300 Stewart Avenue  
Las Vegas, NV 89101

Edward J (Ted) Quirk,  
Esq

300 Stewart Avenue  
Las Vegas, NV 89101

Jeffrey A Silver, Esq  
Treasurer

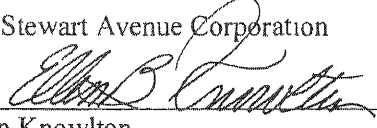
300 Stewart Avenue  
Las Vegas, NV 89101

Robert A Stoldal  
Vice President


300 Stewart Avenue  
Las Vegas, NV 89101

I hereby certify under penalty of perjury, that the foregoing list is full and complete

300 Stewart Avenue Corporation

By   
Ellen Knowlton  
President, 300 Stewart Avenue Corporation

Subscribed and sworn to before me this  
29 day of October, 2012

  
Notary Public



## LEASE AND OPERATING AGREEMENT

THIS LEASE AND OPERATING AGREEMENT ("Lease") is made and entered into this 7<sup>th</sup> day of September, 2011, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City") and 300 STEWART AVENUE CORPORATION, a Nevada non-profit corporation ("300 SAC").

### RECITALS:

WHEREAS, the City owns certain real property consisting of the land more particularly described in **Exhibit A** attached hereto (the "Land") and depicted on the Parcel Map attached hereto as **Exhibit B**, and the building located thereon, which is the former U.S. Post Office and Courthouse building, known as 300 Stewart Avenue, Las Vegas, Nevada (together, the "Museum Property"); and

WHEREAS, the building on the Property (the "Museum Building") is known as the Las Vegas Museum of Organized Crime and Law Enforcement, also known as the Mob Museum (the "Museum"); and

WHEREAS, the City and 300 SAC entered into that certain Pre-operating and Development Agreement dated as of April 21, 2010 (the "Pre-operating and Development Agreement"), as amended by a certain First Amendment to Pre-operating and Development Agreement dated as of September 7, 2011 (the "First Amendment") (as amended by the First Amendment and as the same may be further amended from time to time, the "Pre-Operating Agreement") whereby the parties thereto agreed to develop and fit-out the Museum Building in accordance with the provisions thereof (the "Project"); and

WHEREAS, the development and fit-out of the Museum Building has been completed pursuant to the Pre-Operating Agreement and, pursuant to the Pre-Operating Agreement, the Parties are obligated to enter into this Lease whereby the City shall lease to 300 SAC and 300 SAC shall lease from the City, the Museum Property.

NOW THEREFORE, for good and valuable consideration, each of the undersigned agrees as follows:

### AGREEMENTS:

#### SECTION ONE

##### DEMISE OF MUSEUM PROPERTY AND LEASE TERM

1.1 Demise. The City hereby leases to 300 SAC, and 300 SAC hereby leases from the City, the Museum Property during the Lease Term, subject to the terms and condition herein contained.

1.2 Term. This Lease shall be effective, and the term of the Lease (the "Lease Term") shall commence, on October 6, 2011 (the "Commencement Date") and continue until 11:59 p.m. on the ninety-ninth (99<sup>th</sup>) anniversary date of the Commencement Date.

1.3 Holding Over. Should 300 SAC hold possession of the Museum Property after the expiration or earlier termination of the Lease Term, such holding over shall create a tenancy from month to month only, upon the same terms and conditions set forth herein.

## SECTION TWO

### RENT

2.1 Rent. 300 SAC shall pay to City annual rent for the Museum Property in the amount of One and 00/100 (\$1.00) Dollars payable on the Commencement Date and thereafter on each anniversary of the Commencement Date during the Lease Term (the "Rent"). 300 SAC hereby covenants and agrees to pay Rent to City as provided herein, without prior demand, deduction or set-off whatsoever, in lawful money of the United States of America, at such place or places as may from time to time be designated in writing by the City.

2.2 Tenant Improvements. The parties hereto agree that the Museum will need capital improvements to be performed during regular intervals during the Lease Term. The City and 300 SAC anticipate that the first such capital improvements should be made during the period beginning with the sixth (6<sup>th</sup>) year of the Lease Term through the eighth (8<sup>th</sup>) year of the Lease Term. During such period, 300 SAC shall be obligated to use commercially reasonable efforts to finance performance of significant capital improvement upgrades to be made to the Building in order for the Museum to consistently maintain its status as a first class museum facility. The parties hereto expect and agree that such upgrades shall have a value of no less than Six Million Dollars (\$6,000,000) and no more than Eight Million Dollars (\$8,000,000). Anticipated upgrades include the following:

(a) Environmental controls for the benefit of the exhibits and installations, including HVAC upgrades and electrical upgrades;

(b) Replacement of all flooring throughout the Building with materials to be equal to or better than the quality of the flooring currently installed in the Building;

(c) Renovation of all public amenities and public spaces throughout the Museum;

(d) Renovation and replacement of the security equipment environment within the Museum to a state of the art security equipment environment;

(e) Upgrades to the Information Technology environment within the Museum;

(f) Replacement of all furniture, fixtures and equipment installed for the benefit of the Museum staff as well as the general public.

The foregoing is merely a preliminary list of anticipated upgrades; detailed plans and specifications, list of contractors, materials list and a project budget for all upgrades shall be presented to the City for prior approval, such approval to be granted or withheld in the City's reasonable discretion. In addition, the parties hereto agree that it is their intention that construction of such tenant improvement upgrades shall also comply with Section 5.2 hereof. The parties hereto agree to reasonably cooperate with one another in determining and agreeing upon what upgrades are necessary to maintain the Museum as a first class facility and which contractor(s) should perform the upgrades.

Notwithstanding the foregoing, in the event that at any time during the Lease Term, 300 SAC is unable to perform such anticipated upgrades using its own resources and demonstrates to the satisfaction of the City that it has used commercially reasonable efforts to obtain financing for such upgrades, such inability shall not be a 300 SAC Event of Default (defined in Section 15.1 below) hereunder.

2.3 Triple Net Lease. 300 SAC hereby acknowledges that this Lease is intended to be a fully net lease and that all costs related to the ownership, operation and maintenance of the Museum Property shall be borne and paid exclusively by 300 SAC, including all utilities, taxes, assessments, insurance, repairs, restoration and maintenance with respect to the Museum Property; provided however, that 300 SAC shall not be responsible for the maintenance or repair of the Land (other than the portion of the Land underneath the Museum Property) and shall not be required to reimburse the City for any costs incurred by the City in its maintenance and repair thereof.

### SECTION THREE

#### CONDITION OF THE MUSEUM PROPERTY AND SURRENDER

3.1 Condition of the Museum Property. 300 SAC agrees as follows: (i) 300 SAC is fully aware of the physical condition of the Museum Property and accepts the same "AS-IS, WHERE-IS", with all faults, (ii) except for the representations and warranties set forth herein, 300 SAC is not relying any representations and warranties made by the City or the City's agents, if any, (iii) 300 SAC is aware of the presence of certain Hazardous Materials (as hereinafter defined) on the Museum Property and accepts the same subject to the existence of Hazardous Materials as disclosed in the environmental reports listed on **Exhibit C** hereto, (iv) the City shall not be liable to 300 SAC, in any event whatsoever, to correct any latent or patent defects in the Museum Property, and (v) any and all information provided by the City to 300 SAC, including, without limitation, those studies, reports or other documents relating to Hazardous Materials in soil and groundwater within the Museum Property listed on **Exhibit C**, have been delivered without representation or warranty.

"Applicable Laws" shall mean all statutes, ordinances, by laws, codes, rules, rulings, regulations, restrictions, orders, judgments, decrees, writs, judicial or

administrative interpretations and injunctions (including, without limitation, all applicable building, health code, zoning, subdivision and other land use licensing statutes, ordinances, by laws, codes, rules and regulations), whether now or hereafter enacted, promulgated or issued by any Governmental Authorities (including, without limitation, the Americans with Disabilities Act of 1990), all as the same may be amended from time to time, affecting 300 SAC, the Museum Property, and/or the Museum Building, or the ownership, development, design, construction, installation, use, occupancy, possession, management, operation, maintenance, repair, inspection, or replacement thereof from time to time, including, without limitation, any of the foregoing which may: (a) require repairs, modifications, or alterations from time to time in or to the Museum Property, (b) in any way affect (adversely or otherwise) the use, enjoyment and/or operation of the Museum Property; or (c) require the assessment, monitoring, clean up, containment or removal of any Hazardous Materials on, under or from the Museum Property. Without limiting the foregoing, the term "Applicable Laws" shall also be deemed to include all Hazardous Materials Laws.

"Governmental Authorities" shall mean all agencies, authorities, bodies, boards, commissions, courts, instrumentalities, legislatures and offices of any nature whatsoever of any government unit or political subdivision, whether federal, state, county, district, municipal, city, or otherwise, and whether now or hereafter in existence, including, without limitation, the Las Vegas Fire Department and the State of Nevada Historic Preservation Office.

"Hazardous Materials" shall mean products, wastes and substances which, because of their quantitative concentration, chemical, radioactive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety, welfare, or to the environment, including asbestos (whether or not friable), flammable materials, explosives, radioactive substances, polychlorinated biphenyls, other carcinogens, oil and other petroleum products, pollutants, solvents and chlorinated oils, pesticides, herbicides, radon gas, reactive metals and compounds, contaminants, and any other hazardous or toxic materials, chemical, biological, radioactive, or other wastes and substances which are defined, determined or identified as such in or pursuant to any Hazardous Materials Laws.

"Hazardous Materials Laws" shall mean any and all Applicable Laws now in force or subsequently enacted, modified, or amended pertaining to the protection of the environment or to health or safety risks arising therefrom, including, but not limited to, control of air pollution, water pollution, groundwater pollution, and the generation, manufacture, management, handling, use, sale, transportation, delivery, discharge, release, emission, treatment, storage, disposal or release or threatened release of Hazardous Materials. To the extent applicable, such laws include, but are not limited to: (a) the Clean Air Act, 42 U.S.C. § 7401, et seq.; (b) the Clean Water Act, 33 U.S.C. § 1251, et seq.; (c) the Safe Drinking Water Act, 42 U.S.C. § 300f, et seq.; (d) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; (e) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.; (f) the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; (g) Title III of the

Superfund Amendments and Reauthorization Act ("SARA"), also known as the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001; (h) the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; (i) federal regulations promulgated pursuant to any of the foregoing statutes; (j) Nevada laws and regulations enacted in order to implement federal environmental statutes and regulations; (k) the Nevada laws and regulations promulgated pursuant to the authority of applicable state environmental laws; and (l) local ordinances and regulations including those adopted by local emergency planning districts pursuant to Title III of SARA and implementing state legislation.

3.2 Surrender of the Museum Property. Upon the expiration or earlier termination of this Lease, 300 SAC shall, at its sole cost and expense, within sixty (60) days after receipt of written notice, remove, at its expense, all personal property and trade fixtures that 300 SAC has installed or placed in or on the Museum Property (all of which are hereinafter collectively referred to as "300 SAC's Property"), from the Museum Property and repair all damage thereto resulting from such removal and 300 SAC shall thereupon surrender the Museum Property. In the event 300 SAC shall fail to remove any of 300 SAC's Property, the City shall retain such 300 SAC's Property without any payment or offset therefor. Notwithstanding the foregoing, it is expressly the intent of this subsection to provide that all improvements funded by the City during the development and fit-out of the Museum Property shall remain in or on the Museum Property, as the case may be, at expiration or earlier termination.

## **SECTION FOUR**

### **USE OF THE MUSEUM PROPERTY**

4.1 Purposes; Compliance with Law. 300 SAC may use and occupy the Museum Property to operate the Las Vegas Museum of Organized Crime and Law Enforcement and ancillary and related business uses only and for no other uses whatsoever. Any other uses shall require the written approval by the City, which may be granted or withheld in the sole and absolute discretion of the City. 300 SAC shall, at all times during the Lease Term, comply with all Applicable Laws.

4.2 Inspection. The City or its agents, employees or contractors may enter the Museum Property during normal business hours after twenty-four (24) hours prior written notice to 300 SAC (except if an emergency exists, in which case no such notice will be required) to examine the Museum Property to determine whether the same is in compliance with the terms of this Lease.

4.3 City Use. The City shall have the right to use the Museum Property from time to time, at no charge to the City, for events in connection with any of the City's municipal functions or as otherwise desired by the City, provided however that any use of the Museum Property by the City (i) shall not interfere with any scheduled events at the Museum Building, (ii) shall be at the cost and expense of the City, including food and beverages, retail and other expenses related to the City's use; and (iii) the City shall coordinate such use of the Museum Property with 300 SAC, including providing

reasonable advance notice thereof. 300 SAC and the City agree that they will use commercially reasonable efforts to annually establish the schedule under which the City will have the right to use the Museum Property during the ensuing year in connection with the City's annual review of the Operating Budget, as defined in Section 6.1.

## SECTION FIVE

### ENCUMBRANCES AND ALTERATIONS

5.1 No New Encumbrances. 300 SAC shall not permit any encumbrances to be placed on the title to the Museum Property without the prior written approval of the City.

5.2 Alterations. Except as otherwise provided in Section 2.2 with respect to Tenant Improvements, 300 SAC shall not make any alteration, addition or improvement to the interior of the Museum Building, which singly has a value in excess of Two Hundred Fifty Thousand Dollars (\$250,000) or any alterations whatsoever to the exterior of the Museum Property, including signage, ("Alterations") without the City's prior written consent, which may be granted or withheld in the sole and absolute discretion of the City and which consent shall not be granted if the City believes such Alterations could cause the Museum Building to be out of compliance with the standards required for the Museum Building to maintain its Part 3 Certificate from the United States Department of the Interior, National Park Service. However, if consent is granted by the City, then 300 SAC shall deliver to the City, for the City's approval prior to bidding any construction for any proposed Alterations, a complete set of plans and specifications for the proposed Alterations, copies of contracts with general contractors, evidence of contractor's insurance and bonds, and all then necessary permits for such construction. The City may also require 300 SAC to provide demolition and/or lien and completion bonds (with multiple obligee riders) in form and amount satisfactory to the City. 300 SAC shall promptly remove any Alterations constructed in violation of this Section 5 following the City's demand therefor. All Alterations will be accomplished in a good and workmanlike manner, in conformity with all Applicable Laws, and by a contractor approved by City which approval shall not be unreasonably withheld. The City's approval of the plans, specifications and working drawings for any Alterations shall create no responsibility or liability on the part of City for their completeness, design, sufficiency, or compliance with all Applicable Laws. Upon completion for such work, 300 SAC shall provide City with "as built" plans and specifications, CADD drawings, copies of all construction contracts, and proof of payment for all labor and materials.

## SECTION SIX

### BUDGETS AND OPERATIONAL PLANS

6.1 Annual Budgets. No later than December 1<sup>st</sup> of each calendar year during the Lease Term commencing on December 1<sup>st</sup>, 2012, 300 SAC shall submit to City an operating budget for the Museum for the twelve (12) month period commencing on the ensuing July 1<sup>st</sup> (the "Operating Budget"), showing 300 SAC's projected operating costs and revenues for such calendar year, in detail reasonably acceptable to the City. In



addition to the annual Operating Budget, 300 SAC also agrees that, not later than February 1 of each year, 300 SAC shall submit to the City a five (5) year forecast of the results of Museum operations.

6.2 Annual Strategic Plans and Operational Plans. No later than December 1<sup>st</sup> of each calendar year during the Lease Term commencing on December 1<sup>st</sup>, 2012, 300 SAC shall submit to City a strategic plan and operational plan for the Museum for the twelve (12) month period commencing on the ensuing July 1 (hereinafter, "Strategic Plan" and "Operational Plan" respectively).

6.3 Financial Statements. No later than January 20<sup>th</sup>, April 20<sup>th</sup>, July 20<sup>th</sup> and October 20<sup>th</sup> of each year, 300 SAC shall submit quarterly financial statements to the City, including income statements and balance sheets. Such financial statements shall be prepared by an independent third party accounting firm. An end-of-year audit shall also be required to be completed and submitted to the City no later than December 31 for the prior fiscal year, such audit to also address how reserves are accumulated and maintained as described in Section 2.3.

6.4 City's Right to Audit. The City reserves the right to audit and inspect the books and records of 300 SAC throughout the Lease Term, provided that the City gives forty-eight (48) hours prior notification to 300 SAC.

6.5 City's Compliance with Budget Laws. All of the City's obligations under this Lease are subject to the governing body of City lawfully making an appropriation to pay the amount needed to fulfill such obligations and are binding upon City only to the extent such an appropriation is made. Nothing contained in this Lease obligates City to make any such appropriation.

## SECTION SEVEN

### TAXES

7.1 Real Property Taxes and Assessments. 300 SAC shall pay, or cause to be paid, all taxes and assessments as they become due which (i) are or may become a lien on the Museum Property or which are assessed or imposed upon the Museum Property or (ii) are charged against trade fixtures, utility installations, furnishings, equipment or any other personal property belonging to 300 SAC. 300 SAC shall furnish City with receipts (or if receipts are not immediately available, with copies of canceled checks evidencing payment, with receipts to follow promptly after they become available) showing payment of such taxes and assessments at least fifteen (15) days following City's request therefor. Notwithstanding the foregoing, 300 SAC may in good faith, by appropriate proceedings and upon notice to City, contest the validity, applicability or amount of any asserted tax or assessment so long as (a) such contest is diligently pursued, and (b) the City reasonably determines, in its subjective opinion, that such contest suspends the obligation to pay the tax and that nonpayment of such tax or assessment will not result in the sale, loss, forfeiture or diminution of the Museum Property or any part thereof or any interest of the City therein; provided, however, that 300 SAC shall promptly cause to be paid any

amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, promptly after such judgment becomes final; and provided, further, that in any event each such contest shall be concluded, and the taxes, assessments, interest, costs and penalties shall be paid prior to the date any writ or order issues under which the Museum Property may be sold, lost or forfeited.

7.2 Taxes Related to 300 SAC's Activities. 300 SAC shall pay when due any and all taxes, assessment or fees for which 300 SAC is liable and which arise directly or indirectly from 300 SAC's activities on the Museum Property. Within ten (10) business days of written demand from the City, 300 SAC shall furnish City evidence satisfactory to the City of the timely payment of any such tax, assessment or fee.

7.3 City Receives Statement or Bill. Whenever the City shall receive any statement or bill for any tax, payable in whole or in part by 300 SAC, or shall otherwise be required to make any payment on account thereof, 300 SAC shall pay the amount due thereunder within ten (10) business days after written demand therefor, such demand to be accompanied by delivery to 300 SAC of a copy of such tax statement or bill.

## **SECTION EIGHT**

### **MAINTENANCE AND REPAIRS**

8.1 No City Repairs. The City shall have no responsibility or liability for failure to supply any services or maintenance or to make any repairs on the Museum Property. The City shall not be liable for any loss or damage to persons or property sustained by 300 SAC or other persons, which may be caused by or in connection with the Museum Property, or any appurtenances thereto, being out of repair or by bursting or leakage of any water, gas, sewer or steam pipe, or by theft, or by any act or neglect of any occupant of the Museum Property, or any other person other than those caused by the City's gross negligence or willful misconduct.

8.2 300 SAC Repairs.

(a) 300 SAC shall keep and maintain the Museum Property in good order, condition and repair (including, without limitation, any such replacement and restoration as is required for that purpose, as provided in Section 2.2 hereof), every part thereof and any and all appurtenances thereto wherever located, including, without limitation, all repairs and replacements, structural and nonstructural, foreseen and unforeseen, which are necessary to maintain and preserve the Museum Property in good condition and operation. All repairs shall be made in accordance with all Applicable Laws promptly, efficiently, and in a good and workmanlike manner. 300 SAC agrees to provide the City with a schedule of regular maintenance and repair that 300 SAC shall undertake in connection with the Museum Property. The City shall have the right to conduct an annual inspection of the Museum Property to determine 300 SAC's compliance with this Section 8.2 and 300 SAC agrees to cooperate in such annual inspection.

(b) If 300 SAC fails to maintain or repair the Museum Property as required by this Lease and such failure continues for thirty (30) days after written notice thereof from the City to 300 SAC (provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if 300 SAC shall within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than one hundred eighty (180) days after such written notice), then the City may, without declaring 300 SAC to be in default of this Lease and upon ten (10) days prior notice to 30 SAC (except that no notice shall be required in the case of emergency), enter upon the Museum Property and perform such maintenance or repair on behalf of 300 SAC. In such case, 300 SAC shall reimburse City for all costs incurred in performing such maintenance or repair, including twenty percent (20%) of such costs for City's supervision, promptly upon demand therefor. 300 SAC agrees that, provided that the City has followed the procedures set forth in this subsection (b) for the exercise of the City's right to cure 300 SAC's failure to maintain or repair the Museum Property, the City shall be entitled to apply the funds in the Museum's Operating Reserve to the costs of such maintenance or repair or to reimburse the City for such costs incurred by the City.

## SECTION NINE

### LIENS

300 SAC shall pay when due all claims for labor and materials furnished to the Museum Property. 300 SAC shall give the City at least thirty (30) days prior written notice of the commencement of work on the Museum Property. The City may elect to record and post notices of nonresponsibility on the Museum Property. 300 SAC will not permit to be created or to remain undischarged any lien, encumbrance or other charge arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for 300 SAC which might be or become a lien or encumbrance or other charge (collectively a "Charge") against or upon the Museum Property or any part thereof. If any Charge by a person engaged by 300 SAC or 300 SAC's contractor to work on the Museum Property shall be filed against or upon the Museum Property or any part thereof, 300 SAC shall within ten (10) days after demand from the City, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If 300 SAC shall fail to cause any Charge to be discharged within the ten-day period noted above, then, in addition, to any other right or remedy it may have, the City may, but shall not be obligated to, discharge the same by payment, deposit or by bonding proceedings. Any amount so paid by City and all interest, costs and expenses, including reasonable attorneys' fees, incurred by City in connection therewith shall constitute additional rent payable by 300 SAC under the Lease and shall be paid by 300 SAC to City promptly upon demand. No work which the City permits 300 SAC to do shall be deemed to be for the immediate use and benefit of City and no Charge shall be allowed against the estate,

rights, title or interests of City by reason of any consent given by City to 300 SAC to do work in or about the Museum Property or provide materials therefor.

## SECTION TEN

### INSURANCE

10.1 Insurance Policies. At all times during the Lease Term, 300 SAC shall, at 300 SAC's expense, maintain the following insurance coverages in full force and effect on the Museum Property:

(a) Insurance against loss or damage to the Museum Property by fire, windstorm, tornado and hail and against loss and damage by such other, further and additional risks as may be now or hereafter embraced by an "all-risk" or "special form" form of insurance policy. The amount of such insurance shall be not less than one hundred percent (100%) of the full replacement cost (insurable value) of the Museum Property. The full replacement cost shall be determined by the City and 300 SAC annually upon renewal of the insurance policy to ensure compliance with the foregoing requirement throughout the Lease Term; provided that the full replacement cost of the Museum Property shall be established by an MAI appraisal every five (5) years during the Lease Term, conducted at the expense of 300 SAC. Absent such adjustment, each policy shall contain such terms as are necessary to insure that the policy limit will be increased over time to reflect the effect of inflation. "Full replacement cost", as used herein, means, with respect to the Museum Property, the cost of replacing the Museum Property without regard to deduction for depreciation, exclusive of the cost of excavations, foundations and footings below the lowest basement floor. 300 SAC shall also maintain insurance against loss or damage to furniture, furnishings, fixtures, equipment and other items (whether personal property or fixtures) included in the Museum Property and owned by 300 SAC from time to time, to the extent applicable, in the amount of the cost of replacing the same, in each case, with such coverage as is necessary to insure that the amount will be increased over time to reflect the effect of inflation, or annual valuation. Each policy or policies shall contain a replacement cost endorsement and either an agreed amount endorsement (to avoid the operation of any co-insurance provisions) or a waiver of any co-insurance provisions, all subject to City's approval. The maximum deductible shall be \$100,000.00 or such other amount that is acceptable to the City based on its assessment of market conditions as the same shall apply to properties similar to the Museum Property.

(b) Commercial general liability insurance against claims for personal injury, bodily injury, death and premises damage occurring on, in or about the Museum Property in amounts not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate plus umbrella coverage in an amount not less than \$2,000,000.00. During any construction on the Museum Property, 300 SAC's general contractor for such construction shall also provide the insurance required in this subsection (b). The City hereby retains the right to periodically review the amount of said liability insurance being maintained by 300 SAC and to require an increase in the amount of said liability

insurance should the City deem an increase to be reasonably prudent under then existing circumstances.

(c) Boiler and machinery insurance is required if steam boilers or other pressure-fired vessels are in operation at the Museum Property. Minimum liability coverage per accident must equal the greater of the replacement cost (insurable value) of the Museum Property housing such boiler or pressure-fired machinery or \$2,000,000.00. If one or more HVAC units that serve(s) all or a material part of the Museum Property is in operation at the Museum Property, "Systems Breakdowns" coverage shall be required, as determined by the City. Minimum liability coverage per accident must equal the value of such unit(s).

(d) If the Museum Property or any part thereof are situated in an area now or subsequently designated by the Federal Emergency Management Agency ("FEMA") as a special flood hazard area (Zone A or Zone V), flood insurance in an amount equal to the lesser of: (i) the minimum amount required, under the terms of coverage, to compensate for any damage or loss on a replacement basis or (ii) the maximum insurance available under the appropriate National Flood Insurance Administration program. The maximum deductible shall be \$100,000.00 per building or a higher minimum amount as required by FEMA or other Applicable Laws.

(e) During the period of any construction, renovation or alteration of the Museum Property which exceeds \$50,000.00, at City's request, a completed value, "All Risk" Builder's Risk form, or "Course of Construction" insurance policy in non-reporting form with replacement cost and no co-insurance, in an amount approved by Landlord, may be required. During the period of any construction of any addition to the existing Museum Property, a completed value, "All Risk" Builder's Risk form or "Course of Construction" insurance policy in non-reporting form, in an amount approved by Landlord, shall be required.

(f) When required by Applicable Laws, ordinance or other regulation, Worker's Compensation and Employer's Liability Insurance covering all persons subject to the workers' compensation laws of the state in which the Museum Property is located.

(g) Such other insurance on the Museum Property or on any replacements or substitutions thereof or additions thereto as may from time to time be required by City against other insurable hazards, casualties or matters, but only to the extent such matters at the time are commonly insured against in the case of museum property similarly situated, including, without limitation, earthquake and law and ordinance insurance, due regard being given to the height and type of buildings, their construction, location, use and occupancy.

(h) All such insurance shall (i) be with insurers fully licensed and authorized to do business in Nevada and which insurers, unless otherwise approved in writing by City, shall have and maintain a "General Policyholders' Rating" of "BBB" or better and a "financial rating" of 10 or better, as set forth in the most current issue of "Best's Insurance Guide," or such comparable ratings as the City shall approve, in its sole

discretion; (ii) contain the complete address of the Museum Property (or a complete legal description); (iii) be for terms of at least one year with premium prepaid; (iv) be subject to the approval of the City as to insurance companies, amounts, content, forms of policies, method by which premiums are paid and expiration dates; (v) contain deductibles which do not exceed \$100,000.00 or an amount subject to City's approval (except that the deductible with respect to the policy described in clause (d) above, shall not exceed \$100,000.00 or a higher minimum amount as required by FEMA or other Applicable Laws); and (vi) include a standard, non-contributory clause naming City as an additional insured under all liability insurance policies and as the owner of the Museum Property on all Museum Property insurance policies.

10.2 Certificates of Insurance. Insurance required to be maintained by 300 SAC hereunder shall be with companies duly authorized to do business in Nevada holding a "General Policyholders' Rating" of "BBB" or better and a "financial rating" of 10 or better, as set forth in the most current issue of "Best's Insurance Guide," or such comparable ratings as the City shall approve, in its sole discretion. A certificate issued by the insurance carrier for each policy of insurance required to be maintained by 300 SAC hereunder shall be delivered to City and all other named insureds on or before the Commencement Date and thereafter, as to policy renewals, within thirty (30) days prior to the expiration of the term of each such policy. Each certificate of insurance required to be maintained by 300 SAC hereunder shall be in form and substance reasonably satisfactory to the City and shall expressly evidence insurance coverage as required by this Lease and shall contain an endorsement or provision requiring not less than thirty (30) days' prior written notice to City of such cancellation. Any proposed diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question, initiated by the insurer or 300 SAC shall require not less than thirty (30) days prior written notice to the City. If 300 SAC fails to maintain any insurance coverage as required by this Lease, City may, without declaring 300 SAC in default of this Lease, procure any such insurance coverage. In such case, 300 SAC shall reimburse City within thirty (30) days of demand for all costs incurred in obtaining such insurance. 300 SAC agrees that City shall be entitled to apply any funds in the Museum's Operating Reserve to pay the costs of procuring such insurance coverage in the event 300 SAC fails to reimburse City within such thirty (30) day period.

10.3 Waiver of Rights of Recovery. 300 SAC hereby waives any and all rights of recovery from the City, its officers, managers, members, agents and employees for any loss or damage, including, without limitation, consequential loss or damage, caused by any peril or perils (including negligent acts) enumerated in each form of property insurance policy required to be maintained by 300 SAC hereunder.

10.4 Waiver of Subrogation. Provided it does not violate any Applicable Laws or regulations or jeopardize 300 SAC's insurance coverage(s), each policy of property insurance (and to the extent obtainable with respect to public liability insurance) provided for in this Section 10 shall contain an express waiver of any and all rights of subrogation thereunder whatsoever against both the City and 300 SAC, and their stockholders, directors, officers, partners, members, managers, agents and employees. All such policies carried by 300 SAC shall be written as primary policies and not contributing with

or in excess of the coverage, if any, which the City may carry. Anything contained herein to the contrary notwithstanding, the amounts of all insurance required hereunder to be paid by the City or 300 SAC shall be not less than an amount sufficient to prevent the applicable party from becoming a co-insurer.

10.5 No Prohibited Items or Use. 300 SAC agrees that it will not keep, use, sell or offer for sale in or upon the Museum Property any article or permit any activity which may be prohibited by any standard form of insurance policy or conduct or permit the conduct of any use which violates the terms and conditions of any insurance policy required to be maintained pursuant to this Lease.

## SECTION ELEVEN

### INDEMNIFICATION

#### 11.1 Indemnification.

(a) 300 SAC shall indemnify and hold harmless the City and all agents, servants and employees of the City (collectively, the "City Parties") from and against all claims, losses, damages, expenses (including reasonable attorneys' fees), penalties and charges (collectively the "Losses") arising from or in connection with any of the following during the Lease Term (i) 300 SAC's use of the Museum Property, or (ii) the conduct of 300 SAC's business, or (iii) any activity, work or things done, permitted or suffered by 300 SAC in or about the Museum Property. 300 SAC shall further indemnify and hold harmless City from and against any and all Losses arising from any default in the performance of any obligation on 300 SAC's part to be performed under the terms of this Lease, or arising from any negligence of 300 SAC, or any of 300 SAC's agents, contractors, or employees during the Lease Term, and from and against all Losses incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against the City by reason of any such claim, 300 SAC, upon notice from City, shall defend the same at 300 SAC's expense by legal counsel reasonably satisfactory to the City. 300 SAC, as a material part of its consideration to City, hereby assumes all risk of damage to property or injury to persons in or upon the Museum Property arising from any cause during the Lease Term and 300 SAC hereby waives all claims in respect thereof against the City. 300 SAC's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by 300 SAC pursuant to the provisions of this Lease. 300 SAC's obligations under this Section 11.1 shall survive any termination of this Lease.

(b) The City Parties shall not be liable for any Losses arising from or in connection with any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of 300 SAC, 300 SAC's employees, invitees, customers, or any other person in or about the Museum Property, or any other person claiming under 300 SAC whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) the failure, delay or diminution in

the quality or quantity of any utilities or services supplied to the Museum Property, (d) inconvenience or annoyance arising from the necessity of repairing any portion of the Museum Property; (e) the interruption for any reason in the use of the Museum Property; (f) the destruction of the Museum Property; or (g) any conditions arising in or about the Museum Property, or from other sources or places, nor shall any of the same be construed as an eviction of 300 SAC, nor work an abatement of Rent, nor relieve 300 SAC from any obligation under this Lease. Without limiting the foregoing, the City Parties shall not be liable for any claims, losses, damages, expenses, penalties and charges arising from or in connection with the following: (i) any defect or shortcoming in or failure of plumbing, heating or air conditioning or ventilation systems, elevators, electric wiring or installation thereof, water pipes, stairs, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tubing, radiant panel, fire sprinkler system, electric fixture, valve, fitting, tank, washstand, water closet, waste pipe, drain or other pipe or tank or any other water and/or moisture related release and/or condition and all consequences and/or conditions relating from same, upon or about the Museum Property; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam, hot or cold water; (vi) water, snow or ice being upon or coming through the roof of the Museum Property or any other place upon or near the Museum Property; (vii) the failing of any fixture, brick, plaster or stucco; (viii) broken glass; (ix) any act or omission of cotenants or other occupants of the Museum Property; or (x) any act or omission of the Parties (other than the City or the City Parties) nor, unless otherwise permitted under this Lease, shall any of the foregoing cause an abatement of Rent, nor relieve 300 SAC from any obligation under this Lease. The City shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to 300 SAC. 300 SAC shall have no rights whatsoever to offset or deduct against any Rent or any other sums due the City under the Lease for any reason whatsoever, including the City's default, nor shall 300 SAC have any rights at any time to cure any defaults of the City under this Lease.

11.2 Indemnity Limitation. Notwithstanding anything in this Lease to the contrary, the City shall be liable for, and 300 SAC shall not be obligated to indemnify and hold the City Parties harmless from and against, any Losses arising from or in connection with any of the foregoing arising prior to the Commencement Date or by reason of any gross negligence or willful misconduct of the City Parties.

## SECTION TWELVE

### ASSIGNMENT AND SUBLETTING

300 SAC shall not assign, transfer or sublet this Lease nor the leasehold estate hereby created or any interest herein, or license the use of all or any portion of the Museum Property, whether by assignment, mortgage, sublease, license, transfer, operation of law, without the prior express written consent of the City, which consent shall not be unreasonably withheld; provided however that no consent shall be required for assignment of the leasehold estate created hereunder in whole to 300 Stewart Avenue Taxable, LLC ("Taxable SAC") and no consent shall be required for a subsequent assignment of the leasehold estate created hereunder in whole by Taxable SAC to 300



Stewart Avenue QALICB ("QALICB LLC"). In addition, no consent shall be required for assignment or sublet of the leasehold estate created hereunder in whole by QALICB LLC to 300 Stewart Avenue Lessee, LLC. Upon any valid assignment of this Lease, 300 SAC shall be relieved of all obligations accruing from the effective date of the assignment. No sublease shall affect 300 SAC's obligation to perform its agreements hereunder. Each of Taxable SAC and QALICB LLC shall be a for-profit entity identified and controlled by 300 SAC and approved by the City. 300 Stewart Avenue Lessee shall be an entity owned by 300 SAC or an affiliate and an identified historic tax credit investor.

## SECTION THIRTEEN

### PROHIBITION OF LEASEHOLD ENCUMBRANCES

300 SAC shall not in any way pledge or encumber any or part of its interest in this Lease without the prior written consent of the City, which consent may be granted or withheld in the City's sole and exclusive discretion.

## SECTION FOURTEEN

### ASSIGNMENT AND ASSUMPTION OF CONTRACTS

In connection herewith, it is the desire of 300 SAC and the City that the City assign and 300 SAC assume the contracts listed on **Exhibit D** (the "**Contracts**") entered into by the City in connection with the ownership, development, renovation, operation, and management of the Museum Property and the Project. The City hereby assigns to 300 SAC all of the City's right, title and interest in and to the Contracts. 300 SAC hereby assumes all the liabilities and agrees to perform all of the obligations of the City accruing from and after the date hereof pursuant to the Contracts.

## SECTION FIFTEEN

### DEFAULT

15.1 Default by 300 SAC. Each of the following events shall be deemed to be events of default by 300 SAC under this Lease (collectively, "**300 SAC Events of Default**"):

(a) 300 SAC fails to pay when or before due any sum of money required to be paid by 300 SAC under this Lease and such failure continues for thirty (30) days after written notice thereof from City;

(b) Except as otherwise provided in the other subsections (a), (c), (d) and (e) of this Section 15.1, 300 SAC fails to perform or comply with any other material term, covenant or condition of this Lease on the part of 300 SAC to be kept and performed and such default continues for thirty (30) days after written notice thereof from City to 300 SAC; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified

or cured if 300 SAC shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than one hundred eighty (180) days after such written notice;

(c) 300 SAC makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect;

(d) There is filed any petition in bankruptcy by or against 300 SAC, which petition is not dismissed within ninety (90) days of its filing, or there is appointed a receiver or trustee to take possession of 300 SAC, or of all or substantially all of the assets of 300 SAC, or there is a general assignment by 300 SAC for the benefit of creditors, or any action is taken by or against 300 SAC under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, including, without limitation, the filing of execution or attachment against 300 SAC and such levy continues in effect for a period of sixty (60) calendar days; and

(e) If 300 SAC abandons or vacates the Museum Property for fifteen (15) consecutive days or fails to operate the Museum Property for thirty (30) consecutive days.

15.2 The City's Remedies. Upon the occurrence of any 300 SAC Event of Default, the City shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

(a) Terminate 300 SAC's right to possession of the Museum Property by any lawful means, in which case this Lease shall terminate and 300 SAC shall immediately surrender possession of the Museum Property to the City, or, if permitted by Applicable Laws, the City shall have the right to effect a lock out of 300 SAC from the Museum Property, in which event 300 SAC hereby releases City from any and all damages including, but not limited to, damages related to interruption of 300 SAC's business.

(b) Pursuant to its rights of re-entry, the City may, but shall not be obligated to (i) remove all persons from the Museum Property, and (ii) enforce any rights the City may have against said Museum Property or store any personal property remaining in the Museum Property in any warehouse or elsewhere at the cost and for the account of 300 SAC. 300 SAC agrees to hold the City free and harmless of any liability whatsoever for the removal and/or storage of any such Museum Property, whether of 300 SAC or any third party whomsoever;

(c) The City may, without being obligated and without waiving the 300 SAC Event of Default, cure the 300 SAC Event of Default, whereupon 300 SAC shall pay to the City, upon demand, all costs, expenses, and disbursements incurred by the City to cure the 300 SAC Event of Default. The City shall be permitted to offset said costs, expenses, and disbursements incurred by the City against the Operating Reserve;

(d) In addition, the City shall have all other remedies available to the City, including, without limitation:

i. Termination Requires Specific Notice. Anything contained herein to the contrary notwithstanding, the City shall not be deemed to have terminated this Lease or the liability of 300 SAC to pay any Rent or other sum of money accruing hereunder, by any re-entry pursuant to Sections 15.2(a) and 15.2(b), or by any action in unlawful detainer or otherwise to obtain possession of the Museum Property, unless the City specifically notifies 300 SAC in writing that it has so elected to terminate this Lease and re-enter the Museum Property.

ii. Remedies Cumulative. The various rights, options, elections and remedies of the City contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law or in equity.

iii. No Waiver. The waiver by City of any breach of this Lease by 300 SAC shall not be a waiver of any preceding or subsequent breach of this Lease by 300 SAC. The subsequent acceptance of Rent or any other payment hereunder by City shall not be construed to be a waiver of any preceding breach of this Lease by 300 SAC. No payment by 300 SAC or receipt by the City of a lesser amount than the Rent herein provided shall be deemed to be other than on account of the earliest Rent due and payable hereunder.

iv. Legal Proceedings. 300 SAC shall reimburse the City, upon demand, for any costs or expenses incurred by the City in connection with (i) any breach or default of 300 SAC under this Lease, whether or not suit is commenced or judgment entered or (ii) necessary to protect the City's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the losing party in such action.

## SECTION SIXTEEN

### DEFAULT BY THE CITY

16.1 Default By The City. Each of the following events shall be deemed to be events of default by the City under this Lease (collectively, "City Events of Default"):

(a) The City fails to pay when or before due any sum of money required to be paid by the City under this Lease and such failure continues for thirty (30) days after written notice thereof from the Tenant;

(b) The City shall fail to perform or comply with any other term, covenant or condition of this Lease on the part of City to be kept and performed and such failure continues for thirty (30) days after written notice thereof from 300 SAC to the City; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if the City shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence;

(c) The City makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect.

16.2 300 SAC's Remedies. Upon the occurrence of any City Event of Default, 300 SAC shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option, without being obligated and without waiving the default, cure the default, whereupon the City shall pay to 300 SAC, upon demand, all costs, expenses, and disbursements incurred by 300 SAC to cure the default. 300 SAC shall be permitted to offset said costs, expenses, and disbursements incurred by 300 SAC against any amounts due or becoming due by 300 SAC to the City under this Lease. In no event shall 300 SAC have the right to terminate this Lease upon the occurrence of any City Event of Default.

## SECTION SEVENTEEN

### MISCELLANEOUS

17.1 Non-Discrimination. 300 SAC promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Museum Property or any portion thereof.

17.2 Force Majeure. Neither party shall be in breach of this Lease if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse 300 SAC from the prompt payment of any Rent or charge required of 300 SAC hereunder.

17.3 Notices. Any and all notices and demands required or desired to be given hereunder shall be in writing and shall be validly given or made (and effective) if served personally, delivered by a nationally recognized overnight courier service, or faxed and deposited in the United States mail, postage prepaid, return receipt requested, to the following addresses:

If to the City:

City of Las Vegas, Nevada  
400 Stewart Avenue  
Las Vegas, Nevada 89101  
Attention: City Manager  
Facsimile No.: (702) 388-1807

With a copy to:

City Attorney  
400 Stewart Avenue  
Las Vegas, Nevada 89101  
Attention: City Attorney  
Facsimile No.: (702) 386-1749

If to 300 SAC:

300 Stewart Avenue Corporation  
Fennemore & Craig, P.C.  
300 S. 4<sup>th</sup> Street, Suite 1400  
Las Vegas, NV 89101  
Attention: Chairperson of 300 SAC Board  
Facsimile No.: 702-692-8061

Notice shall be deemed to have been given on the same day if personally delivered or faxed, the next following business day if given by overnight courier service or three business days after being deposited with the United States Postal Service; provided, however, that notice delivered by facsimile with the original sent by mail shall be deemed to have been received on the day it is faxed to the addressee and the person sending the fax has received a printed confirmation thereof generated by its fax machine. Either party may change its address for the purpose of receiving notices by providing written notice to the other.

17.4 Binding on Permitted Successors and Assigns. The terms, provisions, covenants and conditions contained in this Lease shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns which are approved by the City or are not subject to prior approval, as provided herein.

17.5 Partial Invalidity. If any term, covenant or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Lease, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

17.6 Time is of the Essence. Time is of the essence of this Lease and all of the terms, covenants and conditions hereof.

17.7 Entire Agreement. This Lease contains the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No supplement,

modification, waiver or termination of this Lease shall be binding unless executed in writing by the party to be bound. No waiver of any of the provisions of this Lease shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

17.8 No Partnership or Joint Venture. Nothing contained herein shall be deemed to create any partnership, joint venture, agency or other relationship between the City and 300 SAC.

17.9 Captions. The captions are descriptive only and for convenience in reference to this Lease and in no way whatsoever define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

17.10 Governing Law; Venue; Waiver of Jury Trial. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Lease, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Lease or any alleged breach thereof. The City and 300 SAC hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of City and 300 SAC, 300 SAC's use or occupancy of the Museum Property, and/or any claim of injury or damage.

17.11 Recordation. This Lease shall not be recorded. However, the parties agree to execute, acknowledge and record a Memorandum of Lease in the form attached hereto as **Exhibit E** and incorporated herein by this reference. A Memorandum of Termination of Lease in the form attached hereto as **Exhibit F** shall also be executed and acknowledged by the parties, shall be held by the City, and shall be recorded by the City upon termination of the Lease.

17.12 Authorization. All necessary actions shall have been taken under the parties' organizational documents to authorize the individuals signing this Lease on their respective behalves to do so.

17.13 No Brokers. The City and 300 SAC each represent and warrant to the other that they have not entered into any written contractual arrangement with, or promised to pay any broker's fee, finder's fee, commission or other similar compensation to, or otherwise agreed to compensate, any real estate agent or broker in connection with this Lease. The City and 300 SAC each agree to indemnify, defend, save and hold the other harmless from and against all Losses incurred by reason of the breach of the foregoing representation and warranty arising from any claim for compensation founded upon or as a result of acts asserted to have been performed on their respective behalf. Such indemnification obligations shall survive any termination of the Lease.

17.14 Counterparts. The delivery of facsimile copies of any parties' signature hereon, or on any other agreement or instrument to be delivered in connection herewith shall be valid and binding for all purposes. This Lease may be executed in counterparts, each of

which executed counterparts shall be deemed an original, but which, together, shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

17.15 Interpretation. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s). Whenever in this Lease any words of obligations or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated. This Lease shall not be construed either for or against the City or 300 SAC, but this Lease shall be interpreted in accordance with the general tenor of its language.

17.16 Third Parties. Nothing in this Lease, expressed or implied, is intended to confer upon any person, including, without limitation, any entity, other than the parties hereto any rights or remedies under or by reason of this Lease.

17.17 Expenses. Except as otherwise provided in this Lease, each party shall bear its own expenses incurred by it in connection with the negotiation, execution and delivery of this Lease, including, without limitation, the fees and expenses of each party's legal counsel.

17.18 Further Assurances. Each party shall, from time to time after the execution of this Lease, execute and deliver such instruments, documents and assurances and take such further acts as the other party may reasonably request to carry out the purpose and intent of this Lease without undue delay.

17.19 Jurisdiction. The City and 300 SAC agree to submit to personal jurisdiction in Clark County, Nevada in any action or proceeding arising out of this Lease and, in furtherance of such agreement, each party hereby agrees and consents that, without limiting other methods of obtaining jurisdiction, personal jurisdiction over each party in any such action or proceeding may be obtained within or without the jurisdiction of any court located in Nevada and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon each party by registered or certified mail to or by personal service at the last known address of each party, whether such address be within or without the jurisdiction of any such court.

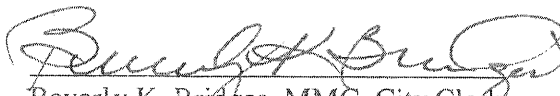
17.20 Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by City Council effective October 1, 1999, 300 SAC warrants that it has disclosed, on **Exhibit G** attached hereto, all members of the Board of Directors of 300 SAC, as well as all persons and entities holding more than 1% interest in 300 SAC or any principal of 300 SAC. Throughout the term hereof, 300 SAC shall notify the City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

IN WITNESS WHEREOF, the parties hereto have executed this Lease and Operating Agreement on the day and year first above written.

CITY OF LAS VEGAS

By:   
Carolyn G. Goodman, Mayor

ATTEST:

  
Beverly K. Bridges, MMC, City Clerk

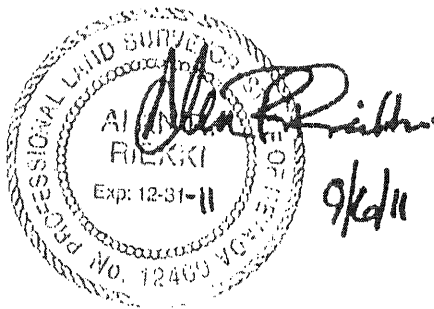
APPROVED AS TO FORM:

 9/28/11  
Date

300 STEWART AVENUE CORPORATION

By:   
Ellen B. Knowlton  
Its: Chairman of the Board





SEPT. 6, 2011  
BY:ARR  
P.R. BY HJB  
(PAGE 1 OF 2)

## EXHIBIT "A"

### THE LAND

#### EXPLANATION:

THIS LAND DESCRIPTION DESCRIBES THE HISTORIC POST OFFICE PROPERTY, GENERALLY LOCATED NORTH OF STEWART AVENUE AND WEST OF FOURTH STREET, IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

#### LEGAL DESCRIPTION:

BEING A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 33 OF "CLARK'S LAS VEGAS TOWNSITE" TRACT, RECORDED IN BOOK 1 OF PLATS, PAGE 37 OF CLARK COUNTY RECORDS; THENCE ALONG THE PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID BLOCK, NORTH 27°55'15" EAST, 80.00 FEET; THENCE NORTH 62°04'45" WEST, 580.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 62°04'45" WEST, 350.00 FEET; THENCE NORTH 27°55'15" EAST, 250.00 FEET; THENCE SOUTH 62°04'45" EAST, 350.00 FEET; THENCE SOUTH 27°55'15" WEST, 250.00 FEET TO THE POINT OF BEGINNING,

EXCEPTING THAT PORTION OF LAND DEDICATED FOR PUBLIC RIGHT-OF-WAY PER DOCUMENT RECORDED NOVEMBER 21, 2008 IN THE OFFICE OF COUNTY RECORDER, COUNTY OF CLARK, STATE OF NEVADA, IN BOOK 20081121 INSTRUMENT NO. 01563.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 86,745 SQUARE FEET, MORE OR LESS;

#### BASIS OF BEARINGS

THE CENTERLINE OF STEWART AVENUE BEARS N 62°04'47" W, AS SHOWN ON THE RECORD OF SURVEY RECORDED IN FILE 67 OF SURVEYS, PAGE 79, CLARK COUNTY, NEVADA, RECORDS.

END OF DESCRIPTION.

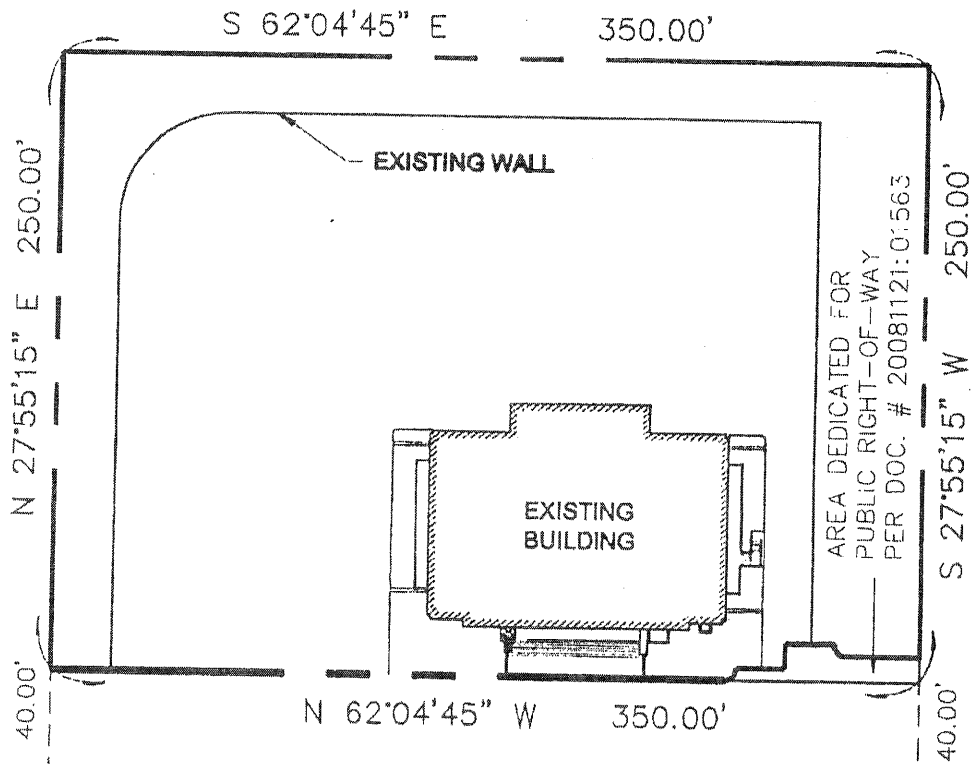
Submitted at City Council

Date 9/7/11 Item 38

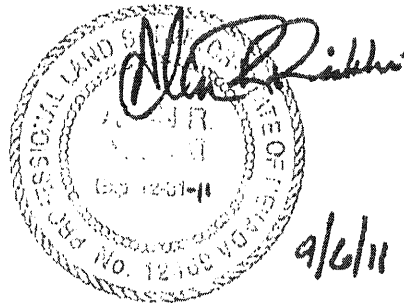
By: Scott Adams

# EXHIBIT "B"

## DEPICTION OF THE MUSEUM PROPERTY



STEWART AVENUE



SCALE: 1"=70'  
SHEET 1 OF 1



EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

**HISTORIC POST OFFICE**

CITY OF LAS VEGAS - SURVEY  
333 N. RANCHO DRIVE, LAS VEGAS, NEVADA 89106 (702) 229-8217

DRAWING: LEGAL EXHIBIT

DRAWN BY: HJB

CHECKED BY: ARR

DATE: 09-06-2011

Presented at City Council

Date 9/7/11 Item 38

By: Scott Adams

## EXHIBIT C

### LIST OF ENVIRONMENTAL REPORTS

Environmental Building Assessment for Remnant Asbestos and Lead-based Paint, City of Las Vegas Mob Museum, 300 East Stewart Avenue, Las Vegas, Nevada, dated September 2011

Phase I Environmental Site Assessment Report, City of Las Vegas Mob Museum, 300 East Stewart Avenue, Las Vegas, Nevada, dated September 2011

## EXHIBIT D

### LIST OF CONTRACTS ASSIGNED AND ASSUMED

[This exhibit is meant to include all contracts and agreements relating to the ownership, development, renovation, operation, and management of the Museum Property and the Project.]

EXHIBIT E  
FORM OF  
MEMORANDUM OF LEASE

APN(S): \_\_\_\_\_

WHEN RECORDED MAIL TO AND  
MAIL TAX STATEMENTS TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MEMORANDUM OF LEASE

**THIS MEMORANDUM OF LEASE** (this "**Memorandum**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Commencement Date**") by and between the City of Las Vegas, Nevada, whose business address is 400 Stewart Avenue, Las Vegas, Nevada 89101, Attention: City Manager ("**Landlord**"), and 300 Stewart Avenue Corporation, a Nevada non-profit corporation, whose business address is c/o Fennemore & Craig, P.C., 300 S. 4<sup>th</sup> Street, Suite 1400, Las Vegas, Nevada 89101, Attention: Chairperson of 300 SAC Board ("**Tenant**").

A. **WHEREAS**, Landlord owns certain real property described on **Exhibit A** attached hereto and incorporated herein by this reference (together with all the improvements now or hereafter located thereon and all and singular appurtenances, rights, privileges, and easements thereunto appertaining, the "**Museum Property**");

B. **WHEREAS**, Landlord and Tenant have entered into that certain Lease and Operating Agreement, dated as of the Commencement Date (the "**Lease**"), to set forth their agreements, obligations and covenants with respect to the lease by Tenant of the Museum Property; and

C. **WHEREAS**, the parties to this Memorandum desire to enter into this Memorandum to provide public notice of the existence of the Lease, and certain of its terms and conditions.

**NOW THEREFORE**, the parties hereto do hereby certify as follows:

1. Definitions. Except as otherwise provided herein, all capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Lease.

2. Term. The term of the Lease commenced on the Commencement Date and shall continue until 11:59 p.m. on the ninety-ninth (99<sup>th</sup>) anniversary of the Commencement Date, unless earlier terminated as provided in the Lease.

3. Permitted Successors and Assigns. The Lease is binding upon and inure to the benefits of Landlord and Tenant and each of their respective representatives, successors and assigns as permitted under the Lease.

4. Purpose of Memorandum of Lease. This Memorandum is intended to serve as public notice of the existence of the Lease and of certain terms and conditions contained therein. This Memorandum does not describe or refer to all of the terms or conditions contained in the Lease. This Memorandum does not modify, amend or vary any of the terms or conditions set forth in the Lease. Reference is made to the Lease for further particulars.

*[Signatures appear on the following page.]*

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum to be duly executed as of the date and year first above written.

**"Landlord"**

**"Tenant"**

CITY OF LAS VEGAS,  
a political subdivision of the State of Nevada

300 STEWART AVENUE CORPORATION

By: \_\_\_\_\_  
Name: Carolyn G. Goodman, Mayor  
Title: Mayor

By: \_\_\_\_\_  
Name: Ellen B. Knowlton  
Title: Chairman of the Board

ATTEST:

\_\_\_\_\_  
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Date

STATE OF NEVADA       )  
                                  ) SS.  
COUNTY OF CLARK       )

This instrument was acknowledged before me on \_\_\_\_\_, 2011 by Carolyn G. Goodman as Mayor of the City of Las Vegas, Nevada.

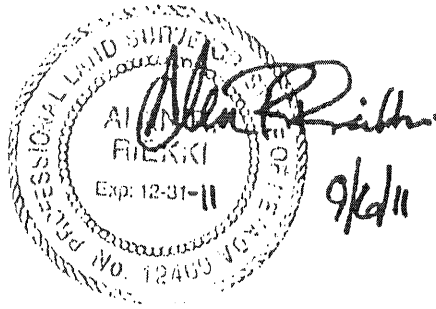
\_\_\_\_\_  
(Signature of Notarial Officer)

STATE OF NEVADA       )  
                                  ) SS.  
COUNTY OF CLARK       )

This instrument was acknowledged before me on \_\_\_\_\_, 2011 by Ellen B. Knowlton as Chairman of the Board of 300 STEWART AVENUE CORPORATION.

\_\_\_\_\_  
(Print Name of Notarial Officer)





SEPT. 6, 2011  
BY:ARR  
P.R. BY HJB  
(PAGE 1 OF 2)

## EXHIBIT "A"

### THE LAND

#### EXPLANATION:

THIS LAND DESCRIPTION DESCRIBES THE HISTORIC POST OFFICE PROPERTY, GENERALLY LOCATED NORTH OF STEWART AVENUE AND WEST OF FOURTH STREET, IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

#### LEGAL DESCRIPTION:

BEING A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 33 OF "CLARK'S LAS VEGAS TOWNSITE" TRACT, RECORDED IN BOOK 1 OF PLATS, PAGE 37 OF CLARK COUNTY RECORDS; THENCE ALONG THE PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID BLOCK, NORTH 27°55'15" EAST, 80.00 FEET; THENCE NORTH 62°04'45" WEST, 580.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 62°04'45" WEST, 350.00 FEET; THENCE NORTH 27°55'15" EAST, 250.00 FEET; THENCE SOUTH 62°04'45" EAST, 350.00 FEET; THENCE SOUTH 27°55'15" WEST, 250.00 FEET TO THE POINT OF BEGINNING,

EXCEPTING THAT PORTION OF LAND DEDICATED FOR PUBLIC RIGHT-OF-WAY PER DOCUMENT RECORDED NOVEMBER 21, 2008 IN THE OFFICE OF COUNTY RECORDER, COUNTY OF CLARK, STATE OF NEVADA, IN BOOK 20081121 INSTRUMENT NO. 01563.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 86,745 SQUARE FEET, MORE OR LESS;

#### BASIS OF BEARINGS

THE CENTERLINE OF STEWART AVENUE BEARS N 62°04'47" W, AS SHOWN ON THE RECORD OF SURVEY RECORDED IN FILE 67 OF SURVEYS, PAGE 79, CLARK COUNTY, NEVADA, RECORDS.

END OF DESCRIPTION.

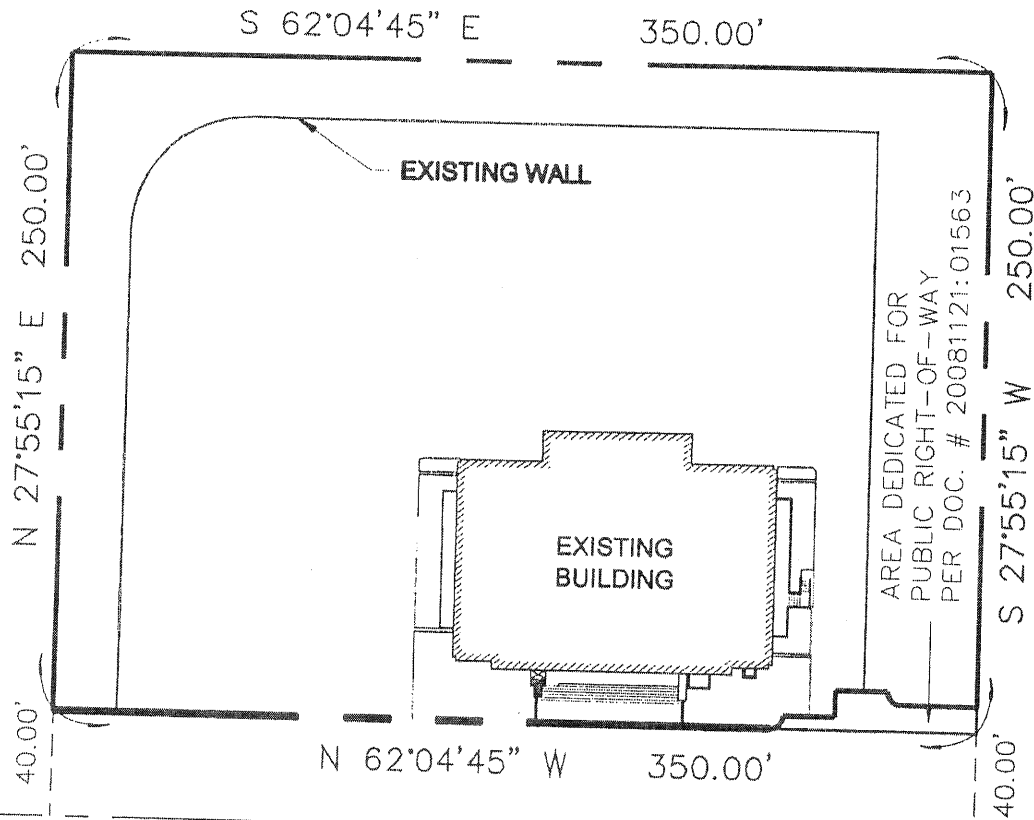
Submitted at City Council

Date 9/7/11 Item 38

By: Seth Adams

# EXHIBIT "B"

## DEPICTION OF THE MUSEUM PROPERTY



STEWART AVENUE

SCALE: 1"=70'  
SHEET 1 OF 1

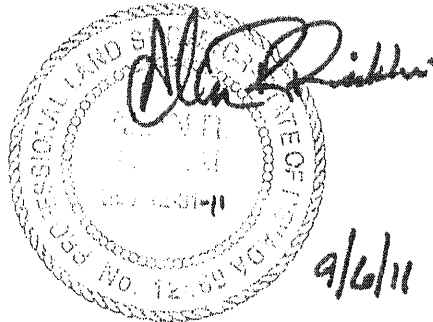


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

**HISTORIC POST OFFICE**

CITY OF LAS VEGAS - SURVEY  
333 N. RANCHO DRIVE, LAS VEGAS, NEVADA 89106 (702) 229-6217

DRAWING: LEGAL EXHIBIT

DRAWN BY: HJB

CHECKED BY: ARR

DATE: 09-06-2011

EXHIBIT F

FORM OF  
MEMORANDUM OF TERMINATION OF LEASE

APN(S): \_\_\_\_\_

WHEN RECORDED MAIL TO AND  
MAIL TAX STATEMENTS TO:

City of Las Vegas, Nevada  
400 Stewart Avenue  
Las Vegas, Nevada 89101  
Attention: City Manager

**TERMINATION OF MEMORANDUM OF LEASE**

The City of Las Vegas, Nevada, a municipal corporation, as Landlord, and 300 Stewart Avenue Corporation, a Nevada non-profit corporation, as Tenant, are parties to that certain Lease and Operating Agreement (the "Lease"), dated \_\_\_\_\_, 20\_\_\_\_, disclosed pursuant to a Memorandum of Lease which was recorded on \_\_\_\_\_, 20\_\_\_\_ in the Official Records of Clark County, Nevada in Book \_\_\_\_\_, as Instrument No. \_\_\_\_\_. Notice is hereby given that the Lease was terminated effective \_\_\_\_\_, 20\_\_\_\_\_.

*[Signatures appear on the following page.]*

IN WITNESS WHEREOF, Landlord and Tenant have caused this Termination of Memorandum of Lease to be duly executed as of the date and year first above written.

"Landlord"

"Tenant"

CITY OF LAS VEGAS,  
a political subdivision of the State of Nevada

300 STEWART AVENUE CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

STATE OF NEVADA       )  
                                  )SS.  
COUNTY OF CLARK     )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ as \_\_\_\_\_ of City of Las Vegas, Nevada.

\_\_\_\_\_  
(Signature of Notarial Officer)

STATE OF NEVADA       )  
                                  )SS.  
COUNTY OF CLARK     )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ as \_\_\_\_\_ of 300 Stewart Avenue  
Corporation.

\_\_\_\_\_  
(Signature of Notarial Officer)

EXHIBIT G  
**Disclosure of Principals**

The Board of Directors of 300 Stewart Avenue Corporation and all persons and entities holding more than 1% interest in 300 Stewart Avenue Corporation or any principal of 300 Stewart Avenue Corporation are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. Amy Ayoub President	Moving People to Action 3753 Howard Hughes Parkway Suite 200 Las Vegas, NV 89169	702.784.7687
2. Senator Richard H. Bryan	Lionel Sawyer & Collins 300 S. 4th Street, Suite 1700 Las Vegas, NV 89101	702.383.8888
3. Keith Copher President	KMX, Inc. 746 W. Bitterroot Court Nampa, ID 83282	208.453.2615
4. Michael Cornthwaite Owner	Downtown Cocktail Room 706 Bonita Avenue Las Vegas, NV 89104	702.300.6268
5. Kyle Edwards	Edwards Group International, LLC 154 Chateau Whistler Court Las Vegas, NV 89148	702.244.0000
6. Jerry Epstein President & CEO	Engaged Nation 3481 East Sunset Road Suite 100 Las Vegas, NV 89120	702.750.0801
7. Alan M. Feldman Sr. Vice President, Public Affairs	MGM Mirage Corporate Service Center 3260 S. Industrial Road, Bldg. C Las Vegas, NV 89109	702.650.6947
8. James F. Germain Tourist Consultant	10620 Southern Highlands Parkway Suite 110-441 Las Vegas, NV 89141	702.250.9102
9. Sheriff Douglas C. Gillespie	Las Vegas Metropolitan Police Dept. 3141 Sunrise Avenue Las Vegas, NV 89101-4833	702.828.3231

10. Carolyn G. Goodman Mayor	City of Las Vegas 400 Stewart Avenue Tenth Floor Las Vegas, NV 89101	702.229.6241
11. Oscar B. Goodman Former Mayor	Las Vegas Convention & Visitors Auth. 3260 Joe W. Brown Drive Las Vegas, NV 89109	702.892.7660
12. Christopher L. Kaempfer, Esq.	Kaempfer Crowell Renshaw Gronauer & Fiorentino 8345 West Sunset Road., Suite 250 Las Vegas, NV 89113	702.792.7000
13. Kara J. Kelley President	The Kelley Company 9629 Camden Hills Avenue Las Vegas, NV 89145	702.456.5464
14. Ellen B. Knowlton	1616 Marbella Ridge Court Las Vegas, NV 89117	702.228.1179
15. John H. Mowbray, Esq. Managing Director	Fennemore Craig, P.C. 300 S. 4th Street, Suite 1400 Las Vegas, NV 89101-6021	702.692.8000
16. Edward (Ted) J. Quirk, Esq.	Greenberg Traurig, LLP 3773 Howard Hughes Parkway Suite 400 North Las Vegas, NV 89169	702.792.3773
17. Thomas M. Roche Office Managing Partner	Ernst & Young, LLP 3800 Howard Hughes Parkway Suite 1450 Las Vegas, NV 89169	702.267.9000
18. Jeffrey A. Silver, Esq.	Gordon Silver 3960 Howard Hughes Parkway Ninth Floor Las Vegas, NV 89169	702.796.5555
19. Robert A. Stoldal Executive V.P., News	KSNV-TV Channel 3 1500 Foremaster Lane Las Vegas, NV 89101	702.657.3150

20. Danny L. Thompson  
Executive Secretary-Treasurer

Nevada AFL-CIO, Southern Nevada  
1891 Whitney Mesa Drive  
Henderson, NV 89014

702.459.1414

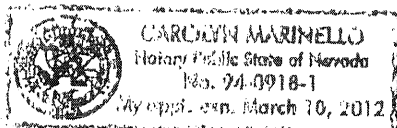
I hereby certify under penalty of perjury, that the foregoing list is full and complete.

300 Stewart Avenue Corporation

By: *Ellen B Knowlton*  
Ellen Knowlton, President of  
300 Stewart Avenue Corporation

Subscribed and sworn to before me this  
24<sup>th</sup> day of August, 2011.

*Carolyn Marinello*  
Notary Public





## LETTER OF INTENT

This Letter of Intent is entered into this 19<sup>TH</sup> day of December, 2007 by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("City") and 300 Stewart Avenue Corporation, a Nevada nonprofit corporation ("300 SAC"). This Letter of Intent ("LOI") sets forth the major business points agreed upon to date, as a way to begin discussions regarding for more specific agreement terms for development and operation of the building located at 300 Stewart Avenue, in the city of Las Vegas, as a museum.

1. **The Project.** 300 SAC intends to partner with the City to adaptively re-use the former US Post Office and Courthouse building located at 300 Stewart Avenue, Las Vegas, Nevada (the "Property") as a museum (the "Project").

a. The City and 300 SAC confirm and agree that there is a potential for an exciting and logical partnership because of shared programmatic goals, interests, resources and commitment.

b. The Project will consist of the former US Courthouse and Post Office building at 300 Stewart Avenue ("Building") and the City-owned property surrounding the Building. The museum will include space for uses ancillary to the operation of publicly accessible museum exhibits, such as office space, a museum store, visitor services, back of house operations and educational and special event space.

c. Each party desires to enter into a long-standing, public/private partnership to build and operate the museum on the aforementioned Property. The City desires to contract with a private, nonprofit entity for the museum development and operations. As such, they agree to jointly commit to meet and confer in good faith to determine the respective roles and responsibilities.

d. The City and 300 SAC intend to work cooperatively with the City's contractors and both parties' consultants and staff to design, construct, operate and maintain the exhibits and facility, and to provide technical assistance and general guidance regarding the design and development of museum, funding opportunities, operational plans and other issues relating to museum use.

e. Any significant items concerning the overall development and operation of the Project will require the input of both the City and 300 SAC. Depending on the nature of the issue and authority required for a decision, the parties agree the City shall consider the recommendation of 300 SAC before the City makes a final decision. In the future, a third party developer and/or investor(s) may participate with the City and 300 SAC to facilitate the development of the Project, if mutually beneficial to all parties.

2. **Museum Purpose.** The museum will be a positive economic catalyst for downtown revitalization and a cultural anchor that sparks surrounding private investment and visitor interest. The City and 300 SAC recognize that three of the major objectives for the

museum are to:

- a. support other City community-building objectives for downtown, including leveraging economic development, supporting cultural tourism, providing much-needed downtown event rental space for convention attendees and developing an infrastructure of leisure time amenities to support the growing downtown residential community;
- b. provide educational and cultural opportunities for Las Vegas residents throughout the city; and
- c. preserve and bring back to life, a vacant, publicly treasured historic building and the only building in the City designated as a National Register landmark of national significance.

In addition, the parties recognize that the museum will:

- d. provide museum-standard space for the proper and permanent protection, preservation, display and storage of archives, and artifacts; ☐
- e. create an appropriate setting, with a unique sense of place and surroundings that enhance the building;
- f. create a people-friendly, flexible and sustainable cultural facility, combining the best of traditional, multi-media and personal interpretive and educational presentations;
- g. ensure that the facilities are responsibly planned, operated, maintained and managed to deliver quality facilities and services, while generating revenues necessary to support the museum.

**3. Land Use and Site Development.** Current zoning and deed restrictions on the Property permit the development of the museum in the Building. The City will obtain all required land use approvals for reuse of the Property.

The City and 300 SAC acknowledge and agree that administrative issues and processes involved in obtaining land use approvals are inextricably tied to agreements between the City and the Federal government and the Secretary of the Interior's Standards for Rehabilitation. The City also has intentions for re-use and redevelopment of surrounding parcels, currently occupied by the Regional Transit Commission and Frank Wright Park, which is owned by the City.

The parties desire that any development of a permanent structure, easement or other construction temporarily or permanently erected on the surrounding parcels adjacent to the Building will be compatible with the museum and allow for efficient museum operations. The City and 300 SAC will regularly consult with each other and will endeavor to support a unified and consistent strategy regarding adjacent development and compatibility and to keep each other fully apprised of their respective work with state and federal entities and adjacent property owners and tenants.

4. **Urban Design.** The City and 300 SAC agree that architectural, landscape, interior and exhibit design are critical elements to the success of the museum. Both parties are interested in effecting a design that is compatible with the museum's program needs and identity.

The City entered into a contract with an architectural, engineering and exhibit design team. The City and 300 SAC will jointly agree upon a mutually satisfactory design review process, to be reflected in a subsequent operating agreement. For now, the 300 SAC will review and comment on all future submittals from the City's design consultants through the City's Project Manager. All design modifications or resulting changes will be subject to the City Manager or designee for review and approval.

It is the parties' intent that the museum, surrounding parcel and street improvements will be designed for the museum to have a prominent position on Stewart Avenue, when viewed north from Third Street and along Stewart Avenue. The design scheme for surrounding parcels will be compatibly scaled and will aesthetically enhance the distinctive historic architectural identity of the Museum.

5. **Museum and Exhibit Design.** Exhibit design, artifact selection, plans for display and installation of artifacts, exhibit fabrication, and installation plans and core and shell plans (as they effect the museum), will be reviewed and approved by designated representatives of the 300 SAC Board. At 25%, 50% and 75% Exhibit Design Development, the City's consultants will propose design development plans, scripts, interactives and other interim exhibit-related deliverables for review and approval the City and 300 SAC, as well as artifacts for acquisition, loan and reproduction for review and approval by 300 SAC's Collections Committee and be subject to approval by the City's Project Manager, City Manager or designee.

6. **Budgets and financing.** The parties will develop a budget for the Project which will be subject to final approval by the City. The Development Budget shall include all hard and soft costs for the Project. The City and 300 SAC currently anticipate that project costs will be funded as follows:

a. Projects costs allocated to the museum's core and shell, site improvements, visitor services, other capital costs, pre-opening expenses, first year operations and costs not directly allocable to any specific portion of the Project (such as architectural, engineering and design and other soft costs) will be funded by the City, quasi-governmental agencies, grants procured by the City, other public sector entities and/or investors secured by the City.

b. Projects costs allocated to the museum's exhibits and start up operations, will be primarily funded by the City and other public sector entities, to the extent that funds become available, with augmented funding from philanthropic donations and grants procured by the City, 300 SAC and third party sponsors.

The City intends, to the extent permitted by law, to cooperate fully and support the independent fund raising efforts of 300 SAC as part of its overall fund raising effort for the Project.

The foregoing notwithstanding, 300 SAC acknowledges that it may take the primary responsibility for raising philanthropic contributions sufficient to fund a percentage of exhibit fabrication costs and an operating endowment. At this time, however, in no event shall 300 SAC have any liability to the City arising from any failure to raise such funds or otherwise in connection with or relating to its efforts in fund raising or the manner in which the fund raising program was conducted.

7. **Predevelopment.** In order to facilitate the continued progress of the Project and to expedite organizational development, leadership, fundraising and pre-opening technical and logistical planning, the City and 300 SAC agree to negotiate a Phase I Interim Operating Agreement which will include, among other things, the funding to 300 SAC for pre-opening initial operating costs anticipated to be incurred in FY 2007-8. The funds will be used for start-up expenses related to the creation of the non-profit organization, such as museum planning, legal, fundraising and accounting services and hiring of an interim executive director and other staff and consultant services, such as those set forth in the nine-month operating expenses proposal to be attached to the Phase I Interim Operating Agreement. The final Phase I Interim Operating Agreement will be considered and executed by the Las Vegas City Council no later than February 20, 2008.

Both parties recognize the immediate need for these services to begin, prior to the execution of definitive operating agreement documents or completion of the process of fund raising.

8. **Development Schedule.** The parties intend that on or before February 20, 2008, the parties shall agree upon and execute a Phase I Interim Operating Agreement for the Project to establish plans to provide capital and operational support and approve a long-term lease of its properties. Thereafter, City and 300 SAC will timely negotiate a final definitive Operating Agreement which will include a preliminary schedule for the development and completion of the Project, which will be updated as necessary during the course of development, obtaining land use approvals, project reviews, exhibit and museum planning design development, negotiation of other definitive agreements between the City, 300 SAC and, potentially, third party investors.

9. **Letter of Intent.** This Letter of Intent is indicative of our mutual and current intentions with respect to this matter and the terms set forth herein are subject to negotiation, execution and delivery of definitive agreements, and to the appropriate approvals from the 300 SAC board of directors and City.

It is anticipated that the Property will be leased by the City to 300 SAC. While the parties intend that will occur, it is recognized that sufficient funds are yet to materialize through a combination of (i) valid pledges for philanthropic contributions, (ii) City, State and Federal grants and funds, and (iii) equity investment. A valid written operating agreement will be drafted to ensure that there are sufficient funds to enable the museum's and Property's construction, interior build out, maintenance and sustained operations. The parties will agree upon appropriate deadlines for the satisfaction of those conditions. The parties will also negotiate an appropriate declaration providing for fair and reasonable allocations of operating costs and appropriate operating, repair and maintenance obligations.

10. **Press Release Confidentiality.** The City and 300 SAC will consult with each other with respect to press releases and other publicity with respect to the relationship contemplated hereby and the Project, and may, if mutually agreed, retain the services of a public relations consultant. 300 SAC acknowledges that City is a government entity subject to the requirements of Nevada Public Records Law in NRS Chapter 239. All books, records and materials in the possession of the City must be open for inspection unless deemed by law to be confidential.

11. **Costs.** Each party shall bear its own costs in connection with the preparation and negotiation of this Letter of Intent and the definitive agreements between the City and the 300 SAC.

CITY OF LAS VEGAS

By:   
Oscar B. Goodman, Mayor

ATTEST:

  
Beverly K. Bridges, CMC, City Clerk

APPROVED AS TO FORM:

 12/10/07  
Date

300 STEWART AVENUE  
CORPORATION

By:   
Ellen Knowlton, President

## PRE-OPERATING AND DEVELOPMENT AGREEMENT

THIS PRE-OPERATING AND DEVELOPMENT AGREEMENT ("Agreement") is entered into as of April 21, 2010 by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City") and 300 Stewart Avenue Corporation, a qualified IRS 501 c (3) not-for-profit corporation ("300 SAC").

### RECITALS

WHEREAS, the City desires to adaptively re-use the former U.S. Post Office and Courthouse building located at 300 Stewart Avenue, Las Vegas, Nevada as the Las Vegas Museum of Organized Crime and Law Enforcement, also known as the Mob Museum (hereinafter the "Museum"); and

WHEREAS, the City is desirous of retaining a qualified 501 c (3) not-for-profit organization that has shared programmatic goals, interests, resources and commitments to oversee the development and operation of the Museum; and

WHEREAS, the parties executed a Letter of Intent dated December 19, 2007 which, among other things, sets forth major business points of their relationship to use the Museum for certain purposes; and

WHEREAS, the City and 300 SAC desire to enter into this Agreement to manage the pre-operational and development obligations required to successfully launch the Museum's opening to the general public; and

WHEREAS, the parties desire that the Museum is responsibly planned, operated, maintained and managed while generating revenues to support and evolve into a self-supporting museum.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto agree to the terms of this Agreement.

### SECTION ONE MUSEUM PURPOSES

1. It is the parties' intent to create and develop the Museum which purposes will be, among other things, a positive economic catalyst for the downtown revitalization and a cultural anchor to encourage surrounding private investment and visitor interest to the area. The City and 300 SAC recognize that three of the major objectives for the Museum are:

(a) To support other City community-building objectives for downtown Las Vegas, including leveraging economic development, supporting cultural tourism,

providing downtown event rental space for conventions and developing an infrastructure of leisure time amenities to support downtown residential community;

(b) To provide educational and cultural opportunities for the greater Las Vegas residents; and

(c) To preserve and re-use a vacant, historic building which is the only building in the City registered as a National Register landmark of national significance.

2. The City and 300 SAC additionally recognize that the Museum will:

(a) Provide museum-standard space for the proper and permanent protection, preservation, display and storage of archives and artifacts;

(b) Create an appropriate setting, with a unique sense of place and surroundings that enhance the building;

(c) Create a people-friendly, flexible and sustainable cultural facility, combining the best of traditional, multi-media and personal interpretive and educational presentations; and

(d) Ensure that the facilities are responsibly planned, operated, maintained and managed to deliver quality facilities and services, while generating revenues necessary to support the Museum.

## SECTION TWO

### MUSEUM PROPERTY AND ADJACENT PROPERTY

2.1 Property Location. The property which comprises the Museum consists of the former U.S. Post Office and Courthouse building located at 300 Stewart Ave., Las Vegas, Nevada ("Museum Property") and the City-owned parcel surrounding the Museum ("Adjacent Parcel"), which Museum Property and Adjacent Parcel is depicted on the Parcel Map attached hereto as Exhibit "A" and incorporated herein. The Museum Property and Adjacent Property shall be collectively referred to as the "Property". The Property's current parcel number is 139-34-501-007.

2.2 Museum Uses. The Museum will include space for uses ancillary to the operation of publicly accessible museum exhibits, such as, but not limited to, office space, a museum store, visitor services, back of house operations and educational and special event space.

2.3 Intended Property and Surrounding Property Uses. It is the parties' intent that the exterior of the Museum Parcel, Adjacent Parcel, including its landscaping, lighting, sidewalk, and driveways and the surrounding street improvements will accommodate the Museum's functional and operational needs. To the extent that the City has authority to do so, which includes obtaining the necessary applicable and available financing, and

subject to all applicable and necessary approvals, the City will make reasonable efforts to ensure that the design and development of certain parcels located south of Stewart Avenue flanking Third Street, and any pedestrian circulation construction over Third Street between Ogden Avenue and Stewart Avenue will be designed in such a manner that the Museum will have reasonably prominent position and virtually undisturbed line of sight on Stewart Avenue, when viewed north from Third Street along Stewart Avenue. The design scheme for the Adjacent Parcel must be compatibly scaled and should, in every way possible, aesthetically enhance the distinctive historic architectural identity of the Museum.

### SECTION THREE

#### PRE-OPERATIONAL COSTS AND APPROVALS AND RESPONSIBILITIES

3.1 Availability of City Funds. The City will be responsible for ensuring that sufficient capital is available before allowing expenses to be incurred. The sources of the funds for the Museum may include proceeds of bond issuances, grant funds or other available financing sources.

3.2 Museum Budget. The City and 300 SAC agree to establish a Development Budget for the Museum. The Development Budget shall be organized in accordance with the City's budget requirements and procedures. The project costs may include, but are not limited to: core and shell construction, fit-out, operation plans, fundraising expenses, public relation strategies, legal expenses, procurement of artifacts and recruitment (collectively "Pre-Operational Project Costs"). The Pre-Operational Project Costs will be no greater than the amounts specified in Exhibit "B" attached hereto and incorporated herein or the actual amount of funds available at the time, whichever is less. Pre-operational Project Costs will specifically delineate certain costs which are the responsibility of the City and those certain costs which are the responsibility of 300 SAC.

3.3 Limitation of Funding. The City is not legally liable for payment of the Pre-Operation Project Costs incurred beyond the actual funded amount.

3.4 City Approval of Expenditures. All expenditures of City funds shall be approved and executed by the City in accordance with the City's governing laws and its policies and procedures. This includes, but is not limited to, complying with federal, state and locals laws, following the City's procurement processes and obtaining the approval of the City Council, as applicable.

All expenditures in the construction, fit-out and pre-operational phases shall be approved as detailed in this section.

3.5 300 SAC Pre-operational Services.

3.5.1 Accounting Responsibilities. 300 SAC agrees to oversee and ensure that Pre-Operational Project Costs remain within the project budget, regardless of the sources



of funds that are available to fund the Museum. 300 SAC's responsibilities are to ensure that the Pre-Operational Costs are:

(a) Reasonable, meaning the costs are of a type generally recognized as necessary for the operation of the Museum or the performance of this Agreement;

(b) Given consistent treatment through application of generally accepted accounting principles appropriate to the circumstances;

(c) Allocable, meaning the expenditure is for the furtherance of the Project as contemplated by this Agreement; and

(d) Allowable, meaning the expenditure is lawful.

3.5.2 Fundraising Responsibilities. 300 SAC agrees to be the primary fundraising entity for the Museum and it will actively work by using its reasonable best efforts to obtain additional grants and conduct fundraising for the Museum. To the extent the City is lawfully authorized to do so, the City will cooperate fully and support the independent fundraising efforts of 300 SAC.

3.6 Funding of 300 SAC's Pre-operational Services. In consideration of the services to be provided by 300 SAC pursuant to this Section Three, the City will compensate 300 SAC for its services with funds to pay for salaries, benefits, worker's compensation insurance, and other pre-operational costs associated with hiring and maintaining staff for the Museum. The parties agree that the amount of funds to be provided herein will be in accordance with the amounts set forth in the Development Budget as set forth in Section 3.7.

3.7 Development Budget. The parties have established the Development Budget, attached as Exhibit "B", which specifies the categories for the allocation of the Pre-Operational Project Costs and sources of funds for the Museum as follows:

(a) Pre-Operational Project Costs allocated to the Museum's core and shell construction, fit-out, site improvements, visitor services, other capital costs, pre-opening expenses, first year operations and costs not directly allocable to any specific portion of the project (i.e., architectural, engineering and design and other soft costs) will be funded by the City, quasi-governmental agencies, grants procured by the City, other public entities and/or investors secured by the City. Costs directly allocable to specific portions of the project will also be funded by the City.

(b) Pre-Operational Project Costs allocated to the Museum's exhibits and start up operations will be primarily funded by the City and other public sector entities, to the extent that funds become available, with augmented funding from philanthropic donations and grants procured by the City, 300 SAC and third party sponsors.

(c) Fundraising sources of funds procured by 300 SAC, as part of 300 SAC's overall fundraising efforts and primary responsibility of fundraising for the Museum, shall be used to fund costs as mutually determined by the parties. In no event shall 300 SAC have any liability to the City arising from any failure to raise such funds or otherwise in connection with or relating to its efforts in fundraising or the manner in which the fundraising program was conducted. The parties agree that no part of 300 SAC's fundraising source of funds will be used to fund the core and shell construction of the Museum unless specifically specified in writing by the parties.

(d) Funds raised from naming rights to the Museum building will be approved by the City and the proceeds of the naming rights funds will remain with the Project

In order to facilitate the continued progress of the Project, the City shall fund the Pre-Operational Project Costs incurred as set forth in Exhibit "B" as needed for pre-opening operating expenses from the date of this Agreement until at a minimum six (6) months prior to Museum opening date. City shall not provide any additional funding outside of the sources identified in the Development Budget. The City may make payments directly to vendors or fund 300 SAC which in turn will make payments to vendors.

3.8 Historic Tax Credits/New Market Tax Credits. The Parties acknowledge and agree that alternative sources of funds in the form of Historic Tax Credits and/or New Market Tax Credits (collectively "Tax Credits") may be available to assist the funding of the development of the Museum. In order to utilize these Tax Credits, the Parties agree to use their best efforts to determine the availability of these Tax Credits and cooperate with each other to structure a transaction involving Tax Credits, including, but not limited to, entering into, amending and/or assigning necessary agreements, and creating legal entities deemed necessary for the tax credit transaction.

## SECTION FOUR

### COOPERATION, CONSENSUS AND REVIEW

4.1 The City and 300 SAC agree to create a subcommittee which consists of a joint panel composed of two (2) members who are City employees, two (2) members who are 300 SAC Board representatives and two (2) consultants ("Museum Subcommittee"). The selection of the 300 SAC Board representatives will be appointed by the 300 SAC Executive Committee. The selection of the City members will be appointed by the City Manager, or designee. The selection of the consultants will be appointed jointly by 300 SAC Executive Committee and the City Manager, or designee.

4.2 300 SAC, City and the Museum Subcommittee will have final responsibility for the various tasks assigned to each in Subsections 5.1 through 5.3 below. Each Party and the Museum Subcommittee may use outside consultants, vendors, professionals or others to provide services and recommendations for the various assigned tasks. Each Party and the Museum Subcommittee will perform all assigned tasks with regard to content, Museum guest experience and fiscal responsibility. The Parties and Museum

Subcommittee recognize that this is a collaborative effort, and that high levels of cooperation are necessary for successful completion and operation of the Museum.

4.3 Any items of significance, which is to be defined as over \$250,000 in one time or annual costs, concerning the overall Development Phase and Operational Phase of the Museum will require the input of the City and 300 SAC. The Parties agree that consensus should be reached on these decisions whenever possible. In the event consensus is not possible, the City will consider the recommendation of 300 SAC before a final decision by the City.

4.4 The City, 300 SAC and Museum Subcommittee recognize: (i) the critical connection between the Construction, Fit-Out and Pre-Operation activities to the success of the Development Phase; and (ii) that the successful operation of the museum will require cooperation between the City and 300 SAC. Each Party agrees to keep the Other Party updated and consulted with items of significance for each of their respective roles and responsibilities.

4.5 For items which are not subject to final review by the Museum Subcommittee, the City and 300 SAC agree upon a process for design review (the "Development Design Review Process" which is as follows:

(a) The City will forward all submittals from the City's design consultants for both Construction and Fit-Out proposed for the Museum to the 300 SAC Representative.

(b) 300 SAC Representative will review and comment on the submittals within 7 business days.

(c) 300 SAC Representative will forward annotated submittals to the City's Project Manager within 7 business days.

(d) City's Project Manager will review and incorporate comments as appropriate. In the case of a lack of consensus, all design modifications or resulting changes will be subject to the City Manager and 300 SAC Board Chairperson ("Board Chair") consensus review and approval. In the event of lack of consensus between the City Manager and Board Chair, the item will be handled in accordance with Section 4.3.

## **SECTION FIVE**

### **DEVELOPMENT PHASE: MUSEUM CORE AND SHELL, FIT-OUT AND PRE-OPERATIONAL RESPONSIBILITIES**

5.1 City Responsibilities. The parties acknowledge that, as of the date this Agreement is executed, the City has undertaken certain responsibilities specified in this Section 5.1. The City agrees to the following responsibilities as it relates to the core and shell construction and fit out of the Museum:

(a) Overall Construction and Fit-Out Capital Budget and Financial Management: The City will be responsible for ensuring that sufficient capital is available before allowing expenses to be incurred. In the event sufficient capital is unavailable, the City shall be responsible for reducing contemplated expenses to align with available capital and for informing 300 SAC of the limitation of funds.

(b) Overall Construction and Fit-Out Schedule: The City will be responsible for ensuring that established Construction and Fit-Out timelines are met. If the schedule slips by ten percent (10%), the City will be responsible for notifying all affected parties and for implementing measures to bring the schedule into compliance. The City agrees to deliver to 300 SAC the Museum building with the construction of core and shell and fit-out improvements completed.

(c) Architect and General Contractor Selection and Oversight: The City will select and have direct oversight over the architect and general contractor for the Construction during the Development Phase.

(d) Museum Fit-Out Contractor Selection and Oversight: The City has implemented a bid process to select all Fit-Out contractors. The Museum Subcommittee will serve as the evaluation team for the received bids and will submit its recommendation to the City. The City will award and fund any selected Fit-Out contractors. The City will have direct oversight over the Fit-Out contractors during the Development Phase.

(e) Surrounding Street Improvements: Any improvements to adjacent streets to the Property will be the responsibility of the City, including having final authority for the design, budget and construction of the street improvements.

(f) Tourist, Tax and Signage District Development and Approvals: The Development of any new special districts will be the responsibility of the City.

(g) Supervision of Contractors: The City will take reasonable measures to ensure that all hired contractors adequately secure the Property and keep the Property in good, clean and orderly condition.

## 5.2 300 SAC Responsibilities.

300 SAC will be responsible for acquiring all artifacts for the Museum. The City will act as a facilitator in this effort, however, 300 SAC will have the final authority. Funding of artifacts is part of overall Project Budget.

## 5.3 Museum Subcommittee Responsibilities.

5.3.1 Evaluation Committee: To the extent applicable as of the date of this Agreement, the Museum Subcommittee will serve as the evaluation committee for the City's bid processes to award any Fit-Out contracts, such as fabricators, film maker,

interactives contractor, audio visual hardware and controls, theatrical lighting and exterior site plan.

5.3.2 Review and Final Approval: The Museum Subcommittee will review and provide the final approval on the following items to be provided by the City's consultants;

- (a) Interior Wayfinding Plan
- (b) Retail and Product Plan
- (c) Marketing and Branding Plan
- (d) Point of Sale System
- (e) Information System
- (f) Security System

5.3.3 Pavilion Development: If the City decides to move forward with the Pavilion, the Museum Subcommittee will consult with the designer and operator on the design and operating plans for the Pavilion. The City will have final authority on the design and operation plans for the Pavilion.

## SECTION SIX

### PRE-OPERATIONAL PHASE

6.1 City's Pre-Operational Responsibilities. The City agrees to certain responsibilities regarding the pre-operational services and functions prior to the opening of the Museum ("City Pre-Operational Responsibilities"). The City Pre-Operational Responsibilities include the following:

(a) Overall Pre-Operational Budget and Financial Management: City will be responsible for ensuring that sufficient capital is available before allowing expenses to be incurred.

(b) Overall Pre-Operational Schedule: City will be responsible for ensuring that the Project timelines are met. If the Pre-Operational Schedule, which includes the Development Schedule, slip by ten percent (10%), the City will be responsible for notifying all affected parties and to implement measures to bring the Pre-Operational Schedule into compliance.

(c) Third Party Developer Relationship: The City has entered into a Disposition and Development Agreement with CIM Las Vegas, LLC ("CIM") for the development of the Lady Luck Casino and Hotel and the area around the Property, such area referred to as the ENA Site, as set forth in the agreement. The Parties acknowledge

that the relationship with CIM (or any third party developer) will be with the City and not with 300 SAC.

(d) Building and Overall Maintenance: Until the opening of the Museum to the general public ("Opening"), the City will be responsible for the maintenance, repairs, security and insurance coverage of the Museum core and shell, furniture, fixtures and equipment ("FFE"), operations and exhibit-related objects and materials, and all artifacts related to the development of the Museum which are stored on the Property or other City-owned property.

(e) Access to Museum Building: Whenever and wherever feasible and subject to advance notice to the City, the City will permit representatives from 300 SAC, its staff, designated invitees, consultants and agents reasonable access to tour and visit the Museum building with supervision and oversight.

(f) Quarterly Meetings. From the date of this Agreement through Opening, the City will schedule and conduct meetings to be held quarterly and attended by representatives of the City, 300 SAC and appropriate third party representatives to review Project progress, timelines, objectives and refinement of expectations and other issues regarding the Construction, Fit-Out and Pre-operational Phases.

6.2 300 SAC Pre-Operational Responsibilities. 300 SAC agrees to certain responsibilities as it relates to the pre-operational services and functions prior to the Opening ("300 SAC Pre-Operational Responsibilities"). The 300 SAC Pre-Operational Responsibilities include the following:

(a) Implementation of the Pre-Operational Business Plans: 300 SAC will be responsible for developing and administering business plans and resolving issues related to the pre-operations of the Museum, including, but not limited to, hiring of personnel, preventative maintenance contracts, custodial contracts, policies and procedures. 300 SAC shall submit each business plan to the City for review and approval. If a business plan is approved by the City, the City will transfer funds to 300 SAC to cover all or certain costs as set forth in the business plan.

(b) Operational Management Team Selection: 300 SAC will be responsible for selection and hiring of a Museum Executive Director and the associated management team. 300 SAC shall notify City of its selection of a Museum Executive Director and the associated management team. Subject to any funding contingencies, the City will transfer funds to 300 SAC to cover the costs of the Museum Executive Director and the associated management team. The Parties understand that the amount of this transfer of funds shall be finally determined and such amount shall be in accordance with the amount listed in the Cash Flow Estimate and Development Budget in Exhibit "B".

(c) Endowment Fund: If appropriate, 300 SAC will establish an Endowment Fund for the purpose of providing funds for future operational and capital needs.

(d) Operational Plan: 300 SAC and its management team will be solely responsible for developing and implementing the Operational Plan, to include, at a minimum, the following:

- (1.) Education Plan
- (2.) Curatorial Plan
- (3.) Visitor Service Plan
- (4.) Employee Handbook
- (5.) Employee Benefits
- (6.) Pricing decisions and sales, including group and special event sales, tickets and memberships
- (7.) Operating issues including Museum hours, days of operation.

(e) Labor Costs: 300 SAC will be responsible for all post-opening costs of any employees hired by 300 SAC, including, hiring costs, benefits, worker's compensation, automobile liability insurance, payroll expenses and any other costs incidental to hiring and maintaining employees.

(f) Quarterly reports: From the date of this Agreement through Soft Opening, 300 SAC will submit a report to the City no later than the fifteenth (15<sup>th</sup>) calendar day of every calendar quarter (i.e., January 15, April 15, July 15 and October 15) detailing, at minimum, the following: actions taken by 300 SAC during the previous quarter, successes and failures, goals for the next quarter, financial standing and current challenging issues. The report will describe both core and shell construction, Fit-out, and Pre-operational issues. The City will use the quarterly report as a basis for the City's Quarterly Meeting.

(g) Quarterly meetings: 300 SAC will send the appropriate representative(s) to attend every Quarterly Meeting scheduled by the City.

6.3 Museum Subcommittee Pre-Operational Responsibilities. The Museum Committee will perform certain responsibilities as it relates to the pre-operational functions and services prior to the Soft Opening ("Museum Subcommittee Pre-Operational Responsibilities"). These Museum Subcommittee Pre-Operational Responsibilities include the following:

(a) Liaison with Third Party Developer: The Museum Subcommittee will work as the liaison with CIM on the coordination of the development of the area surrounding the Property by representing the best interests of the Museum.

## SECTION SEVEN

### TERM AND COMMENCEMENT OF LEASE AND OPERATING AGREEMENT

7.1 The term of this Agreement shall commence on the date it is approved by the City Council of the City and shall expire on the later of: (1.) the date of Opening of the Museum; or (2.) 2 years from the date of this Agreement, unless earlier terminated in accordance with this Agreement.

7.2 Within 6 months prior to the occurrence of the Opening, City and 300 SAC agree that each shall execute and enter in the Lease and Operating Agreement in substantially the form of which is attached hereto as Exhibit "C" ("LOA") and deliver it to the other. The City and 300 SAC agree that upon execution and delivery of the LOA, the LOA shall govern the relationship of the City and 300 SAC as it relates to the Museum Property.

## SECTION EIGHT

### REPRESENTATIONS AND WARRANTIES

8.1 City Representations and Warranties. In addition to any other representations and warranties made by the City, the City hereby represents and warrants to 300 SAC, which representations and warranties are continuing in nature and shall survive throughout the term of this Agreement, as follows:

(a) There are no pending or, to the best of the City's knowledge, threatened actions, suits, condemnation or other proceedings before or by any judicial body or any governmental authority against or affecting the Property.

(b) The City has the full authority and power to execute this Agreement. This Agreement has been duly executed and delivered by the City and constitutes the valid and legally binding obligation of the City, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

(c) City possesses title to the Property subject to the deed restrictions from the U.S. National Park Service ("NPS").

(d) The execution or delivery of this Agreement will not: (i) violate any applicable law, injunction, judgment, order, decree, ruling, charge or other restriction of any governmental authority to which the City or the Property is subject; (ii) violate any provision of the City's charter documents, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to the City is a party or by



which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

(e) The City has not received any written notice nor does it have any knowledge of or intent to impose any utility connection moratorium or rezone the Property.

(f) No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any governmental authority or third person on the part of the City is required in connection with its execution and delivery of this Agreement.

(g) There are no unrecorded contracts, leases, easements or other agreements, or claim of any third party, affecting the use, title, occupancy or development of the Property, and no person, firm or entity has any right of first refusal, option or other right to acquire all or any part of the Property, except for those items disclosed to 300 SAC.

8.2 300 SAC's Representations and Warranties. In addition to any other representations and warranties made by 300 SAC herein, 300 SAC hereby represents and warrants to City, which representations and warranties are continuing in nature and shall survive throughout the term of the Agreement, as follows:

(a) 300 SAC is a nonprofit corporation validly existing under the laws of the State of Nevada and is an organization described in Section 501(c)(3) of the Tax Code.

(b) 300 SAC has the full authority and power to execute this Agreement. This Agreement has been duly executed and delivered by 300 SAC and constitutes the valid and legally binding obligation of 300 SAC, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

(c) The execution or delivery of this Agreement will not: (i) violate any applicable law, injunction, judgment, order, decree, ruling, charge or other restriction of any governmental authority to which 300 SAC is subject; (ii) violate any provision of 300 SAC's articles of incorporation or bylaws, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which 300 SAC is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

## SECTION NINE

### DEFAULT, REMEDIES AND DISPUTE RESOLUTION

9.1 Defaults by 300 SAC. 300 SAC shall be in default of this Agreement upon any of the following (each a "SAC Default");

(a) 300 SAC shall fail to make full payment of any material undisputed sum of money required to be paid by 300 SAC hereunder when such payment is due and payable and such failure continues for thirty (30) days after written notice thereof from City;

(b) 300 SAC shall fail to perform any other material term, covenant or condition of 300 SAC contained in this Agreement, and such failure continues for thirty (30) days after written notice thereof from City; provided, however, that if such failure is not practical to correct within thirty (30) days, 300 SAC shall not be deemed in default if 300 SAC commences correction within said thirty (30) day period and diligently pursues such correction to completion; and

(c) 300 SAC makes a material representation or warranty in this Agreement, or in any certificate, demand, or request made under this Agreement, that proves to be incorrect, at any time during the term of this Agreement, in any respect.

9.2 Remedies for SAC Default. Should a SAC Default occur, City shall have the following rights and remedies:

(a) City may, but shall not be obligated to, advance the amount required to cure any failure by 300 SAC to make any payment when required hereunder and shall be entitled to recover from 300 SAC the sum so advanced, plus interest from the date the payment was due at the prime rate prevailing during the period of the 300 SAC Default, as it may change from time to time, based on such rate as published in the Wall Street Journal or if more than one rate is published on any day, the average of such rates, plus 2% per annum (the "Default Rate").

(b) City shall have the right to suspend/and or terminate all or any part of the design and construction of the Museum building as City Determines appropriate. In connection therewith, (i) City may utilize any sources of funds it has received which have not already been applied to payment of Pre-operational Project Costs to pay the costs associated with such suspension or termination and (ii) in the event there are not sufficient sources of funds to pay the costs associated with such suspension or termination, then City may advance the amount required in connection with such suspension or termination and shall be entitled to recover from 300 SAC the sum so advanced, plus interest at the Default Rate. In the event of a complete termination of the Museum building, this Agreement shall automatically terminate and all respective further obligations of the Parties under this Agreement shall terminate and be null and void except for the obligations of the Parties pursuant to Section 9.6 hereof.

(c) City may exercise any other remedy available to it at law or in equity, including specific performance of the provisions of this Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available to City in case of a SAC Default.

9.3 Default by City. The City shall be in default of this Agreement upon any of the following (each a "City Default"):

9.3.1 The City shall fail to make full payment of any material undisputed sum of money required to be paid by City hereunder when such payment is due and payable and such failure continues for thirty (30) days after written notice thereof from 300 SAC;

9.3.2 The City shall fail to perform any other material term, covenant or condition of the City contained in this Agreement, and such failure continues for thirty (30) days after written notice thereof from 300 SAC; provided, however, that if such failure is impossible to correct within thirty (30) days, the City shall not be deemed in default if the City commences correction within said thirty (30) day period and diligently pursues such correction to completion; and

9.3.3 The City makes a material representation or warranty in this Agreement, or in any certificate, demand, or request made under this Agreement, that proves to be incorrect, at any time during the term of this Agreement, in any respect.

9.4 Remedies for City Default. Upon a City Default, 300 SAC may exercise any remedy available to it at law or in equity, including specific performance of the provisions of this Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available to 300 SAC in case of a City Default.

9.5 Dispute Resolution. The Parties agree that any action for equitable relief shall be pursuant to a court of law in compliance with Section 10.2 below. If any other dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree to proceed as follows:

9.5.1 300 SAC and the City hereby agree and commit to each other to resolve any open issues relating to the Museum Property in a commercially reasonable manner as promptly as possible and to cause such Party's Project Representative to be readily available to address such issues as they arise. In the event the Parties are divided with respect to any such open issue relating to or in connection with the Museum Property ("Unresolved Issue"), and the Project Representatives are unable to reach agreement, after good faith negotiations, with respect to a proposed course of action concerning such Unresolved Issue, then such Unresolved Issue shall be resolved exclusively by the City Manager of City, on behalf of the City, and [name title], on behalf of 300 SAC, unless and until 300 SAC or the City selects another individual with similar status to resolve such Unresolved Issue on its behalf. Thereafter, if the Unresolved Issue has not been

resolved, the Parties agree to proceed with the Mediation and Arbitration provisions set forth next below.

If said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules, before resorting to arbitration.

9.5.2 Any controversy or claim arising out of or related to this Agreement or the breach thereof not settled pursuant to paragraphs (a) and (b) immediately above, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Claims among the Parties shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association.

9.5.3. The Parties agree that pending final resolution of a claim including arbitration, unless otherwise agreed in writing, the Parties, as the case may be, shall proceed diligently with performance of the Agreement.

9.5.4. Demand for arbitration of any claim may be made within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations. A party who files a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded. When a party fails to include a claim through oversight, inadvertence or excusable neglect, or when a claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.

9.5.5. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with Section 10.12 hereof.

9.5.6. All dispute resolution proceedings pursuant to this Section 10.12 shall take place in Clark County, Nevada.

9.6. Indemnification. Each Party (the "Indemnifying Party") agrees to hold harmless, indemnify and defend the other Party from and against all losses, liabilities, or expenses, claims, demands, action or causes of action arising out of the wrongful or negligent act, errors or omissions of such Party or any of its employees, agents or servants, including a breach of this Agreement. The Parties hereto understand and agree that neither this Section nor any other provision of this Agreement shall constitute a waiver by City of any protection it has against liabilities or damages or any limitations thereon under Chapter 41 of NRS or other protections or limitations that arise by virtue of City's status

as a political subdivision of the States of Nevada, and that City's indemnifications hereunder are limited by and subject to Chapter 41 of NRS.

## SECTION 10 MISCELLANEOUS

10.1 No Waiver. No failure or delay on the part of any Party to this Agreement to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any Party of this Agreement may have.

10.2 Time of Essence. Time is of the essence to this Agreement. Each Party agrees that it shall perform all of its obligations under this Agreement promptly when required.

10.3 No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto, and no person is intended to be or shall be construed to be a third party beneficiary of this Agreement.

10.4 Successors or Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and their assigns. No assignment of this Agreement or any right or obligation hereunder by any of the Parties hereto shall be valid unless the other Party hereto consents to that assignment in writing.

10.5 Books and Records. Each of the Parties to this Agreement agrees, to the extent applicable to a Party, to maintain proper books and records pertaining to the Property, including, but not limited to, the Operating Budget, the sources of funds, expenditures and receipts and to make such books and records available for inspection by the other Party hereto during normal business hours.

10.6 Amendments. This Agreement may be modified at any time by the Parties hereto, but only by a written instrument signed by each of the Parties.

10.7 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this Agreement that can be given effect without the invalid or unenforceable provision, and the Parties hereto agree to replace the invalid or unenforceable provision with a valid provision which has as nearly as possible the same effect.

10.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be regarded as the original and all of which shall constitute the same agreement.

10.9 Notices. All notices required or permitted to be given hereunder shall be in writing, addressed to the Parties respective addresses set forth below, and may be delivered by hand, by facsimile, by nationally recognized private courier, or by United States mail. Notices delivered by mail will be deemed given five (5) business days after being deposited in the United States mail, postage prepaid, registered or certified mail (return receipt requested). Notices delivered by hand, by facsimile, or by nationally recognized private courier will be deemed given on the first business day following receipt; provided that a notice delivered by facsimile will only be effective if such notice is also delivered by hand, by nationally recognized private courier or deposited in the United States mail, postage prepaid, registered or certified mail (return receipt requested), on or before two (2) business days after its delivery by facsimile. Any party may change its address for notice by giving notice of such change of address to the other party in the manner herein provided.

If to City:                      City of Las Vegas, Nevada  
   400 Stewart Avenue  
   Las Vegas, Nevada 89101  
   Attention: City Manager  
   Facsimile No. 702-388-1807

With a copy to:                Las Vegas City Attorney  
   400 Stewart Avenue  
   Las Vegas, Nevada 89101  
   Attention: City Attorney  
   Facsimile No. 702-386-1749

If to 300 SAC to:              300 Stewart Avenue Corporation  
   Fennemore & Craig, P.C.  
   300 S. 4<sup>th</sup> Street, Suite 1400  
   Las Vegas, NV 89101  
   Attention: Chairperson of 300 SAC Board  
   Facsimile No. 702-692-8061

10.10 Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by City Council effective October 1, 1999, 300 SAC warrants that it has disclosed, on Exhibit "D" attached hereto, all members of the Board of Directors of 300 SAC, as well as all persons and entities holding more than 1% interest in 300 SAC or any principal of 300 SAC. Throughout the term hereof, 300 SAC shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

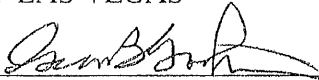
10.11 Governing Law. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions.

10.12 Jurisdiction and Venue. Except as set forth in Section 9.5 each Party agrees to submit to personal jurisdiction in Clark County, Nevada in any action or proceeding arising out of this Agreement and, in furtherance of such agreement, each Party hereby agrees and consents that, without limiting other methods of obtaining jurisdiction, personal jurisdiction over each Party in any such action or proceeding may be obtained within or without the jurisdiction of any court located in Nevada and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon each Party by registered or certified mail to or by personal service at the last known address of each Party, whether such address be within or without the jurisdiction of any such court. Each Party hereto consents to, and waives any objection to Clark County, Nevada as the proper and exclusive venue for any dispute arising out of or relating to this Agreement or any alleged breach hereof.

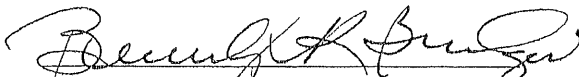
10.13 Force Majeure. Neither party shall be in breach of this Agreement if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or other causes beyond such party's reasonable control. The financial inability of a Party to perform its obligations hereunder shall not operate to excuse or otherwise limit a Party's obligations hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

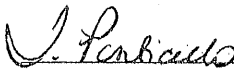
CITY OF LAS VEGAS

By:   
Oscar B. Goodman, Mayor

ATTEST:

  
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

 4/8/10  
Date

300 STEWART AVENUE  
CORPORATION

By: 

Its: President, 300 SAC

EXHIBIT "A"  
PARCEL MAP

Exhibit A  
300 Stewart Ave. APN: 13934501007

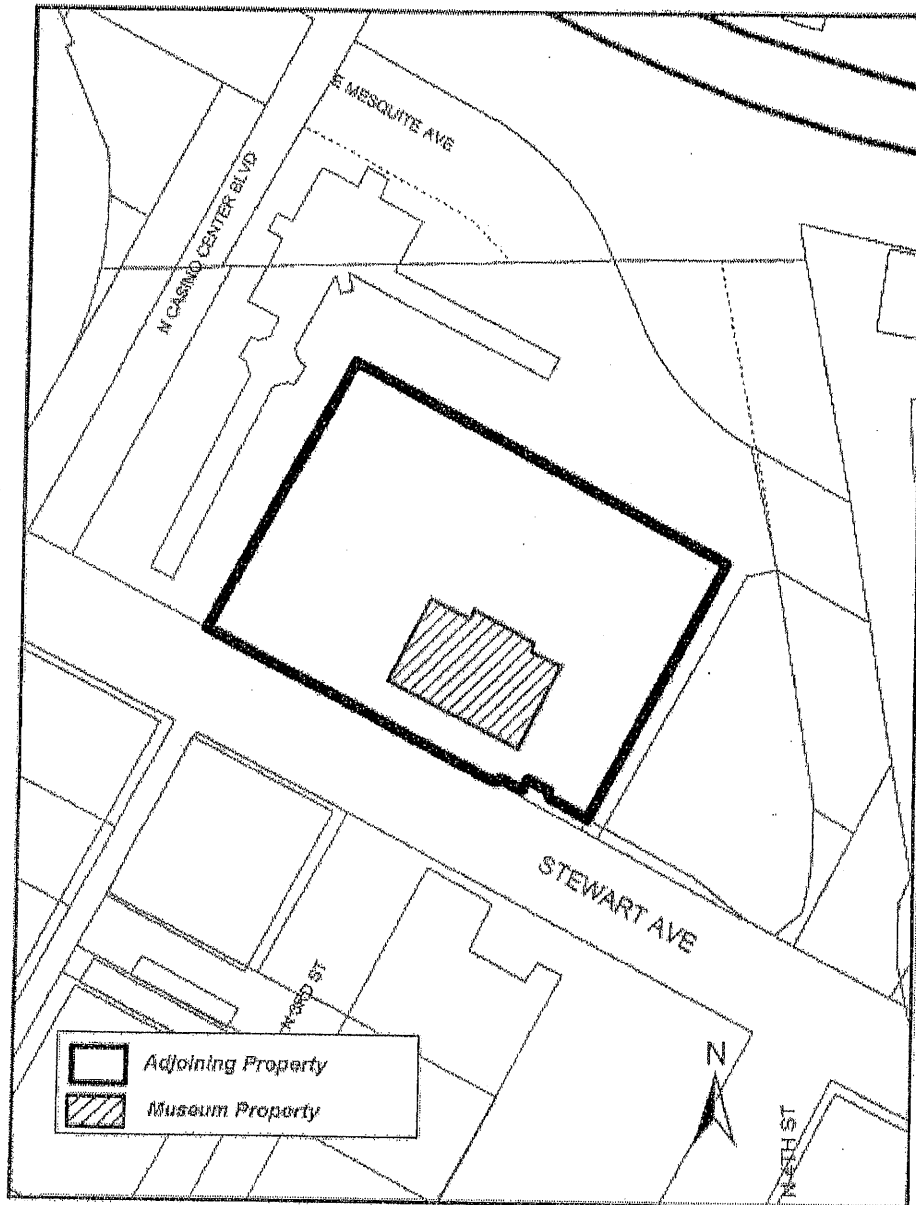




EXHIBIT "B"

CASH FLOW ESTIMATE AND DEVELOPMENT BUDGET

**Mob Museum**

**Sources and Uses Report**

**As of December 31, 2009**

Sources of Funds:

CLV General Funds	12,401,011
CIP Funding	5,000,000
RDA Funds	11,504,009
Re-allocation of Park Bond Proceeds	4,000,000
Rental Income / Museum Allocation from CLV	853,946
Cultural Funds	500,000
Sale from Chiller	35,000
Grants	8,261,957
Total Sources to Date	<u>42,555,923</u>

Uses of Funds:

Committed to date (see below)	28,634,911
Budgeted to be committed:	
Fabricator contract	7,269,959
Retail fit out	572,480
Exterior signage and lighting	780,000
POS, Acct, Security, IT	800,000
Other professional soft costs	696,498
Pre-opening staff/mgt expenses	858,218
Staff Training	100,000
Pre-opening marketing	1,000,000
Retail Product Development Plan	150,000
Pre-opening Inventory	250,000
Pre-opening Insurance	50,000
Total to be committed	<u>12,527,155</u>
Contingency	1,393,857
Total Budgeted Uses	<u>42,555,923</u>

Variance	1,393,857
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Uses (Commitments) of Funds:

Consultants	1,381,273
Construction	15,403,736
Architect	7,698,659
Design / Professional Services	337,419
Exterior Rehabilitation	1,268,524
Interior Rehabilitation	2,335,357
Supplies	31,895

Services	171,634
Miscellaneous Expenses	6,413
Total Funds Committed to Date	<u>28,634,911</u>
Balance remaining on PO's	28,625,216
Westlake Reed (PO 267428)	1,506,125
Chattel Architecture (PO 222167)	147,283
O' Conner Construction (PO 273330)	480,723
APCO Construction (PO 272635)	12,912,938
Global Art Transport (PO 256034)	<u>7,672</u>
Total Future Obligations / PO's	15,054,741
Expenses Paid to Date	<u>13,580,170</u>

**CONSOLIDATED PROSPECTIVE OPERATING STATEMENTS (DOLLARS)**

	Original Proforma Developed in 2007 690,000	Range of Proforma based on Attendance Changes 400,000 250,000	
Annual Attraction Attendance			
<b>REVENUES</b>			
Museum	\$9,654,000	\$5,472,000	\$3,420,000
Retail	\$2,776,000	\$2,000,000	\$1,250,000
Special Events	\$428,000	\$450,000	\$450,000
Other Revenues	\$0	\$0	\$0
Total Revenues	\$12,858,000	\$7,922,000	\$5,120,000
Revenue per guest	\$19	\$20	\$20
<b>COST OF GOODS SOLD</b>			
Museum	\$274,000	\$8,000	\$5,000
Retail	\$1,388,000	\$920,000	\$587,500
Special Events			
Total Cost of Goods Sold	\$1,662,000	\$928,000	\$592,500
	13%	12%	12%
<b>GROSS MARGIN</b>			
<b>OPERATING EXPENSES</b>			
Salaries and Wages	\$3,559,000	\$2,640,000	\$1,905,000
Employee Benefits	\$1,008,000	\$403,200	\$299,700
General and Administrative	\$578,000	\$871,420	\$563,200
Marketing	\$939,000	\$895,920	\$614,400
Utilities	\$386,000	\$362,700	\$322,400
Insurance	\$64,000	\$39,610	\$25,600
Cleaning and Refuse Collection	\$64,000	\$322,400	\$282,100
Repairs and Maintenance	\$321,000	\$237,660	\$153,600
Contingency	\$643,000	\$396,100	\$256,000
Management Fees	\$0	\$298,880	\$186,800
Total Operating Expenses	\$7,562,000	\$6,467,890	\$4,608,800
	59%	82%	90%
<b>EBITDA</b>			
	\$3,634,000	\$526,110	(\$81,300)
Estimated Capital Reserve	\$257,160	\$158,440	\$102,400
<b>NET CASH FLOW</b>			
	\$3,376,840	\$367,670	(\$183,700)

NEED TO GET 2009 ATTENDANCE COMPARABLES FOR LIKE ATTRACTIONS IN LV (CITIANIC, BODIES, MADAM TUSSES, OTHERS)

NEED TEXT REPORT, PROFORMA, STAFFING, SOURCES AND USES IN ONE PDF FOR BOARD

## ***PROJECT INITIATOR***

**26498 POST OFFICE REHABILITATION (OFFICIAL NAMES: "THE LAS VEGAS MUSEUM OF ORGANIZED CRIME AND LAW ENFORCEMENT" A.K.A. "THE MOB MUSEUM", A.K.A. THE POST MODERN, A.K.A. DOWNTOWN POST OFFICE, A.K.A. LV MUSEUM REHABILITATION**

Location 300 STEWART AVENUE

Description Historic rehabilitation of the downtown Post Office/Courthouse at 300 Stewart Avenue into a museum and cultural center.

Ward W5 % Allocation 100

***Funding for City Incurred Cost***

Amount	Funding Source	W/A No	Org	Task	Opt	Rev#	Rev DT	Comments
382,729.00	GRANTS	WU7022	406000.40511			0	07/12/2005	FUNDING EXHAUSTED. Economic Development Initiative EDI 04 grant Construction
3,000,000.00	FUND BALANCE	WU7608	406000.40511			3	09/16/2005	GF FY06
4,000,000.00	CIP AUGMENT	WU7234	406000.40511			4	06/29/2006	FUNDING EXHAUSTED. CIP FY07 Reallocation of Park Bond Proceeds
1,000,000.00	FUND BALANCE	WU7608	406000.40511			5	05/03/2007	GF FY05 Fund Balance
58,865.00	GRANTS	WU7679	406000.40511			5	05/03/2007	FUNDING EXHAUSTED. FY03 State Bonds - NPS Historic Preservation
120,000.00	GRANTS	WU7825	406000.40511			5	05/03/2007	FUNDING EXHAUSTED. CCA 03-28 State Bonds
249,556.00	GRANTS	WU7826	406000.40511			5	04/30/2010	FUNDING EXHAUSTED. IMLS-04-01 Federal Funds - cb modified to actual
495,000.00	GRANTS	WU7954	406000.40511			5	05/03/2007	FUNDING EXHAUSTED. EDI 06 Grants
150,000.00	GRANTS	WU7904	406000.40511			5	05/03/2007	FUNDING EXHAUSTED. CCA 04 State Grant
249,000.00	GRANTS	WU7237	406000.40511			5	05/03/2007	FUNDING EXHAUSTED. CCA 05 State Grant
298,000.00	GRANTS	WU7238	406000.40511			5	05/03/2007	FUNDING EXHAUSTED. CCA 06 State Grant
475,000.00	GRANTS	WU7956	406000.40511			5	05/03/2007	FUNDING EXHAUSTED. CCA 07 State Grant
1,700,000.00	GRANTS	WU7361	406000.40511			6	08/20/2007	Las Vegas Centennial Committee award (appvd 8/13/07) for seismic retrofit as matching funds for pending CCA Grant
200,000.00	GRANTS	WU7485	406000.40511			7	03/24/2008	FUNDING EXHAUSTED. LVCVA Las Vegas Convention and Visitors Authority
196,000.00	GRANTS	WU8025	406000.40511			8	03/24/2008	FUNDING EXHAUSTED. EDI 08 Grant B-08-SP-NV 0536 12/08 - 12/13
11,504,009.00	LOAN	WU8016	406000.40511			9	05/20/2009	Interfund Loan from Sanitation pymts made by RDA for Construction
-1,046,042.00	GENERAL FUND	WU8019	406000.40511			10	01/05/2010	Transfer to H#36697; combined into WU8036
350,000.00	GRANTS	WU8060	406000.40511			10	01/05/2010	FUNDING EXHAUSTED. CCA 08 State Grant
57,601.00	FUND BALANCE					10	01/05/2010	FUNDING EXHAUSTED LCE700?? Rental Income / Museum Allocation for Bldg Alarms
443,063.00	FUND BALANCE					10	01/05/2010	FUNDING EXHAUSTED Org 02601?? Rental Income / Museum Allocation from CLV Goldstein/Barrie
6,800,000.00	FUND BALANCE	WU8040	406000.40511			9	05/20/2009	General Fund balance and interest Exhibit Fabrication/Mike Devine
793,600.00	GRANTS	WU7023	406000.40511			1	07/12/2005	EDI Grant 05; 10% design costs and construction
-5,000,000.00	GENERAL FUND	WU8036	406000.40511			10	01/05/2010	Transfer to H#36697
-5,800,000.00	FUND BALANCE	WU8040	406000.40511			10	01/05/2010	Transfer to H#36697; rolled into WU8036
5,000,000.00	FUND BALANCE	WU8036	406000.40511			9	05/20/2009	Other available CIP funding from multiple sources
1,585,991.00	FUND BALANCE	WU8019	406000.40511			9	05/20/2009	Rehab construction CIP: general fund cash: WRL, Chattel
2,500,158.00	FUND BALANCE	WU8040	406000.40511			11	05/24/2010	Transferred back from #36697 WU 8036 on JE 276-MAY BJB 06/04/10 Museum Start up for Contract Mod #1 Approved by City Council 01/06/2010
1,500,000.00	FUND BALANCE	WU8040	406000.40511			12	06/14/2010	Transfer back from 36697 for Contract Mod to APCC City Council 07-07-10 on JE 85-JUN BJB 06/17/10.
150,000.00	FUND BALANCE	WU8040	406000.40511			13	06/14/2010	Transferred back from 36697 for WRL contract mod. #4 City Council 7-7-10. JE 175-JUN BJB 06/26/10.
1,000,000.00	GRANTS	WU7240	406000.40511			5	05/03/2007	FUNDING EXHAUSTED. Las Vegas Centennial
83,020.00	GRANTS	WU8060	406000.40511			10	01/05/2010	FUNDING EXHAUSTED. CCA-08-03 Additional Grant funds on City Council 11-18-2009 for removal of lead paint and asbestos
300,000.00	CONTRIBUTIONS	WU8127	406000.40511			12	06/14/2010	Centennial Grant Approved by City Council 6-16-10
28,700.00	GRANTS	WU7679	406000.40511			5	05/03/2007	FUNDING EXHAUSTED. CCA 02 State Bonds
532,043.00	GRANTS	WU7239	406000.40511			5	05/03/2007	Federal Grant (Save America's Treasures Nat'l Park Service)
35,000.00	FUND BALANCE	WU7679	406000.40511			9	05/29/2009	Sale of Chiller incumber with Facilitator Smith Culp
15,070.00	FUND BALANCE	WU7608	406000.40511			0		To show collection of Bid Spec fees
15,781.03	GRANTS	WU8060	406000.40511			15	03/14/2011	Additional funding for CCA - 08. Total \$14,882.39 (10-06-10 CC approval) + \$898.64 per State Feb 2011

1,000,000.00 FUND BALANCE	WU8040	406000.40511	16	10/10/2011	Relocation from Regional Public Safety Project 26836 to MOB Museum 26498 per City Council Sept 7, 2011 Prev used FB WU JE 152-OCT BJB 10/24/11
-351,501.00 FUND BALANCE	WU8040	406000.40511	17	02/15/2012	Funds Wire Transfer from PI 26498 WU8040 to PI 39756 WU8136
-600,000.00 FUND BALANCE	WU8040	406000.40511	17	03/08/2012	Wire Transfer from PI 26498 WU8040 to PI 39756 WU8136
-150,000.00 FUND BALANCE	WU8040	406000.40511	18	07/30/2012	Wire Transfer from PI 26498 WU8040 to PI 39756 WU8136
-125,000.00	WU8016	406000.40511	18	07/30/2012	Funds transfer from PI 26498 WU8016 to PI 39756 WU8136
<b>33,195,643.03</b>	<b>Total Funded Costs</b>				

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0.00 GENERAL FUND	CLV OAS	WU9220	100000.15341	0	07/12/2005	Labor Tracking only to include all 15000 series orgs.
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0.00      *Estimated Internal Labor Cost*

0.00	Total Estimated Costs
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## Project Initiator Signature Page



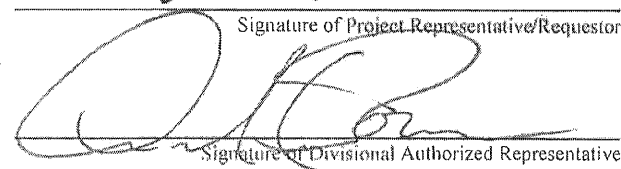
Project# 26498

Project: POST OFFICE REHABILITATION (OFFICIAL NAMES: "THE LAS VEGAS MUSEUM OF ORGANIZED CRIME AND LAW ENFORCEMENT" A.K.A. "THE MOB MUSEUM", A.K.A. THE POST MODERN, A.K.A. DOWNTOWN POST OFFICE, A.K.A. LV MUSEUM REHABILITATION

PI Date: 7/30/2012

Revision# 18

FundingAmt 33,195,643.03

	9/17/12	SAMUEL TOLMAN
Signature of Project Manager	Date	Printed Name
	9/17/12	DAVID BRATCHER
Signature of Project Representative/Requestor	Date	Printed Name
	9/17/12	DAVID BOWERS
Signature of Divisional Authorized Representative	Date	Printed Name
_____ Additional/Authorizing Department (as requested)	_____ Date	_____ Printed Name
_____ Signature of Department, Director or Authorized Representative	_____ Date	_____ Printed Name
_____ Signature Budget and Finance	_____ Date	_____ Printed Name

MAY 2012

## PROJECT INITIATOR

26498 POST OFFICE REHABILITATION (OFFICIAL NAMES: "THE LAS VEGAS MUSEUM OF ORGANIZED CRIME AND LAW ENFORCEMENT" A.K.A. "THE MOB MUSEUM", A.K.A. THE POST MODERN, A.K.A. DOWNTOWN POST OFFICE, A.K.A. LV MUSEUM REHABILITATION

Location 300 STEWART AVENUE

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Ward W5 % Allocation 100

*Funding for City Incurred Cost*



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443,063.00	FUND BALANCE					10	01/05/2010	FUNDING EXHAUSTED Org 02601?? Rental Income / Museum Allocation from CLV Goldstein/Barrie
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-5,000,000.00	GENERAL FUND	WU8036	406000.40511			10	01/05/2010	Transfer to H#36697
-5,800,000.00	FUND BALANCE	WU8040	406000.40511			10	01/05/2010	Transfer to H#36697; rolled into WU8036
5,000,000.00	FUND BALANCE	WU8036	406000.40511			9	05/20/2009	Other available CIP funding from multiple sources
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1,500,000.00	FUND BALANCE	WU8040	406000.40511			12	06/14/2010	Transfer back from 36697 for Contract Mod to APCO City Council 07-07-10 on JE 85-JUN BJB 06/17/10.
150,000.00	FUND BALANCE	WU8040	406000.40511			13	06/14/2010	Transferred back from 36697 for WRL contract mod. #4 City Council 7-7-10. JE 175-JUN BJB 06/26/10.
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300,000.00	CONTRIBUTIONS	WU8127	406000.40511			12	06/14/2010	Centennial Grant Approved by City Council 6-16-10
28,700.00	GRANTS	WU7679	406000.40511			5	05/03/2007	FUNDING EXHAUSTED. CCA 02 State Bonds
532,043.00	GRANTS	WU7239	406000.40511			5	05/03/2007	Federal Grant (Save America's Treasures Nat'l Park Service)
35,000.00	FUND BALANCE	WU7679	406000.40511			9	05/29/2009	Sale of Chiller incumber with Facilitator Smith Culp
15,070.00	FUND BALANCE	WU7608	406000.40511			0		To show collection of Bid Spec fees
15,781.03	GRANTS	WU8060	406000.40511			15	03/14/2011	Additional funding for CCA - 08. Total \$14,882.39 (10-06-10 CC approval) + \$898.64 per State Feb 2011

1,000,000.00 FUND BALANCE	WU8040	406000.40511	16	10/10/2011	Relocation from Regional Public Safety Project 26836 to MOB Museum 26498 per City Council Sept 7, 2011 Prev used FB WU JE 152-OCT BJB 10/24/11
-351,501.00 FUND BALANCE	WU8040	406000.40511	17	02/15/2012	Funds Wire Transfer from PI 26498 WU8040 to PI 39756 WU8136
-600,000.00 FUND BALANCE	WU8040	406000.40511	17	03/08/2012	Wire Transfer from PI 26498 WU8040 to PI 39756 WU8136
<b>33,470,643.03</b>	<b>Total Funded Costs</b>				

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## Project Initiator Signature Page

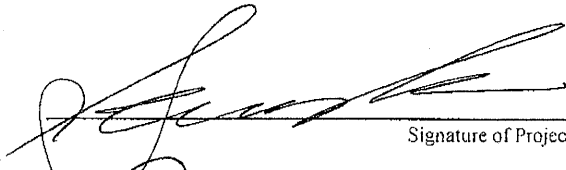
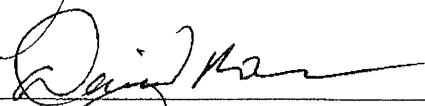
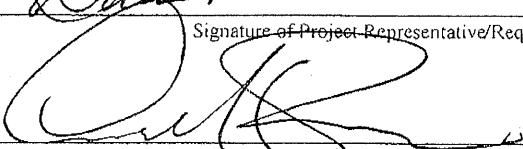
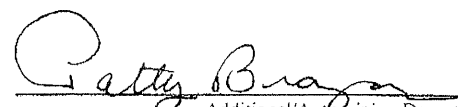
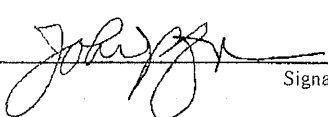
Project# 26498

Project: POST OFFICE REHABILITATION (OFFICIAL NAMES: "THE LAS VEGAS MUSEUM OF ORGANIZED CRIME AND LAW ENFORCEMENT" A.K.A. "THE MOB MUSEUM", A.K.A. THE POST MODERN, A.K.A. DOWNTOWN POST OFFICE, A.K.A. LV MUSEUM REHABILITATION

PI Date: 3/8/2012

Revision# 17

FundingAmt 33,470,643.03

	<u>5-14-12</u>	<u>SAMUEL TOLMAN</u>
Signature of Project Manager	Date	Printed Name
	<u>5-14-12</u>	<u>DAVID BRACCA</u>
Signature of Project Representative/Requestor	Date	Printed Name
	<u>5/14/12</u>	<u>DAVID BOWERS</u>
Signature of Divisional Authorized Representative	Date	Printed Name
	<u>5/16/12</u>	<u>Patty Braganza</u>
Additional/Authorizing Department (as requested)	Date	Printed Name
<hr/>		
Signature of Department, Director or Authorized Representative	Date	Printed Name
	<u>5/16/12</u>	<u>John J Pfeffer Jr</u>
Signature Budget and Finance	Date	Printed Name

## PROJECT INITIATOR

39756 300 SAC BOARD OPERATIONS FUNDING

Location

Description	Mob museum future operations group 300 SAC Board
-------------	--

Ward	W5	% Allocation	0
------	----	--------------	---

*Funding for City Incurred Cost*

Amount	Funding Source	W/A No	Org	Task	Opt	Rev#	Rev DT	Comments
500,000.00	FUND BALANCE	WU8136	406000.40511			0		CIP funding from multiple sources for Cultural Affairs fabrication/Mike Devine from PI 36697 to establish start up funding for 300 SAC board operations. Changed WU# from 8036 to 8136.
300,000.00	FUND BALANCE	WU7174	406000.40511			1	03/14/2011	FB from FY05 Budget allocation, not prev shown
353,282.57	TENANT RENTS	WU8108	406000.40511			1	05/19/2011	Transferred from 36697 MOB Museum Start up Exhibit Fabrication
400,000.00	FUND BALANCE	WU8136	406000.40511			3	02/08/2012	Reallocation of \$400K from Parks & Leisure CPF from Bid Reserve to 300SAC for Operating Fund Reserve per CC approval on 2/1/2012
550,000.00	FUND BALANCE	WU7174	406000.40511			2	10/10/2011	Reallocated from Regional Public Safety Complex 26836 to 300 SAC 39756 per City Council Sept 7, 2011-assigned same FB number from FY05 JE 152-OCT BJB 10/24/11
351,501.00	FUND BALANCE	WU8136	406000.40511			4	02/15/2012	Funds Transfer from PI 26498 WU8040 to PI 39756 WU8136
600,000.00	FUND BALANCE	WU8136	406000.40511			4	03/08/2012	Funds transfer from PI 26498 WU 8040 to PI 39756 WU8136
125,000.00		WU8136	406000.40511			5	07/30/2012	Funds Transfer to PI 39756 WU8136 from PI 26498 WU8016
150,000.00	FUND BALANCE	WU8136	406000.40511			5	07/30/2012	Funds Transfer to PI 39756 WU8136 from PI 26498 WU8040
25,000	FUND BALANCE	WU8136	406000.40511			5	07/30/2012	Transfer to PI 39756 WU8136 from PI 36697 WU8036
50,000	GENERAL FUND	WU8136	406000.40511			5	07/30/2012	Transfer to PI 39756 WU8136 from PI 36697 WU8061
3,404,783.57	Total Funded Costs							

*Estimate for City Incurred Cost*

Amount	Funding Source	Cost Type	W/A	No	Org	Task	Opt	Rev#	Rev DT	Comments
Total Estimated Costs										

## Project Initiator Signature Page

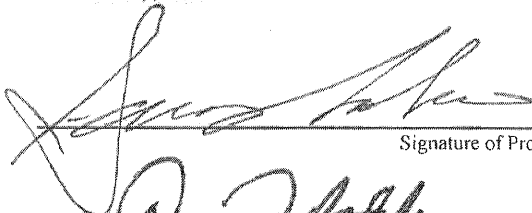

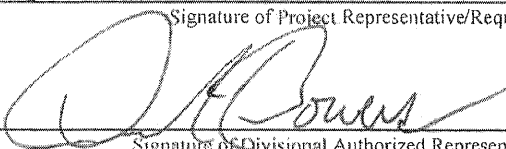
Project# 39756

Project: 300 SAC BOARD OPERATIONS FUNDING

PI Date: 7/30/2012

Revision# 5

FundingAmt 3,404,783.57

 _____ Signature of Project Manager	<u>9/17/12</u> _____ Date	<u>SAMUEL SOLTMAN</u> _____ Printed Name
 _____ Signature of Project Representative/Requestor	<u>9/17/12</u> _____ Date	<u>DAVID BRATWILER</u> _____ Printed Name
 _____ Signature of Divisional Authorized Representative	<u>9/17/12</u> _____ Date	<u>DAVID BOWERS</u> _____ Printed Name
_____ Additional/Authorizing Department (as requested)	_____ Date	_____ Printed Name
_____ Signature of Department, Director or Authorized Representative	_____ Date	_____ Printed Name
_____ Signature Budget and Finance	_____ Date	_____ Printed Name

## PROJECT INITIATOR

**39756      300 SAC BOARD OPERATIONS FUNDING**

Location

Description	Mob museum future operations group 300 SAC Board
-------------	--

Ward	W5	% Allocation	0
------	----	--------------	---

*Funding for City Incurred Cost*

<i>Amount</i>	<i>Funding Source</i>	<i>W/A No</i>	<i>Org</i>	<i>Task</i>	<i>Opt</i>	<i>Rev#</i>	<i>Rev DT</i>	<i>Comments</i>
500,000.00	FUND BALANCE	WU8136	406000.40511			0		CIP funding from multiple sources for Cultural Affairs fabrication/Mike Devine from PI 36697 to establish start up funding for 300 SAC board operations. Changed WU# from 8036 to 8136.
300,000.00	FUND BALANCE	WU7174	406000.40511			1	03/14/2011	FB from FY05 Budget allocation, not prev shown
353,282.57	TENANT RENTS	WU8108	406000.40511			1	05/19/2011	Transferred from 36697 MOB Museum Start up Exhibit Fabrication
400,000.00	FUND BALANCE	WU8136	406000.40511			3	02/08/2012	Reallocation of \$400K from Parks & Leisure CPF from Bid Reserve to 300SAC for Operating Fund Reserve per CC approval on 2/1/2012
550,000.00	FUND BALANCE	WU7174	406000.40511			2	10/10/2011	Reallocated from Regional Public Safety Complex 26836 to 300 SAC 39756 per City Council Sept 7, 2011-assigned same FB number from FY05 JE 152-OCT BJB 10/24/11
351,501.00	FUND BALANCE	WU8136	406000.40511			4	02/15/2012	Funds Transfer from PI 26498 WU8040 to PI 39756 WU8136
600,000.00	FUND BALANCE	WU8136	406000.40511			4	03/08/2012	Funds transfer from PI 26498 WU 8040 to PI 39756 WU8136
<b>3,054,783.57</b>	<b>Total Funded Costs</b>							

*Estimate for City Incurred Cost*

Amount	Funding Source	Cost Type	W/A	No	Org	Task	Opt	Rev#	RevDT	Comments
Total Estimated Costs										

## Project Initiator Signature Page

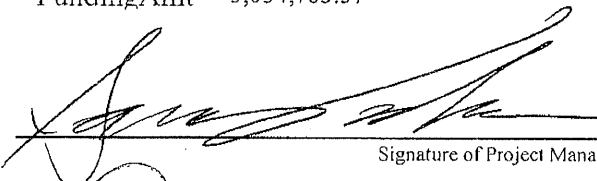
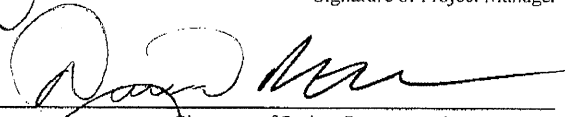
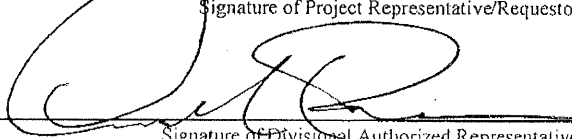

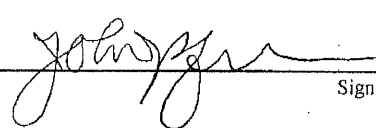
Project# 39756

Project: 300 SAC BOARD OPERATIONS FUNDING

PI Date: 3/8/2012

Revision# 4

FundingAmt 3,054,783.57

	5-14-12	SAMUEL T. D'AMICO
Signature of Project Manager	Date	Printed Name
	5-14-12	DAVID BRATMAN
Signature of Project Representative/Requestor	Date	Printed Name
	5/14/12	DAVID BARKS
Signature of Divisional Authorized Representative	Date	Printed Name
	5/16/12	Patty Bragenza
Additional Authorizing Department (as requested)	Date	Printed Name
Signature of Department, Director or Authorized Representative		
Date		
Printed Name		
	5/16/12	John J Pfeiffer Jr
Signature Budget and Finance	Date	Printed Name

Project Name	Funding Source	Amount
<b>300 Stewart Avenue Corp. Board Operations</b>		
	Fund Balance	\$ 3,051,501.00
	Tenant Rent	353,282.00
<b>Mob Museum Start Up and Interactive Exhibit Fabrication</b>		
	Centennial Commission Award	\$ 800,000.00
	Fund Balance	5,000,189.00
	Las Vegas Convention & Visitors Authority	3,533,616.00
<b>Post Office Rehabilitation, Mob Museum</b>		
	Bonds	\$ 4,000,000.00
	Centennial Commission Award	4,769,501.00
	City of Las Vegas Redevelopment Agency	11,379,009.00
	Economic Development Initiative	1,867,329.00
	Fund Balance	2,909,721.00
	Historic Tax Credits	6,000,000.00
	Institute of Museums & Library Services	249,556.00
	Las Vegas Convention & Visitors Authority	200,000.00
	National Park Service Historic Preservation	58,865.00
	National Park Service Save Americas Treasures	532,043.00